

P. L. Co.
~~State Ramps~~
Book 3
MINUTE 5

September 8, 2008

[Handwritten signature]
9/11/08

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR - OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated September 3, 2008 between the State Highway Administration and The City of Bowie, Maryland, relative to the transfer of the following described sections of a former roadbed and roadway, Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E), respectively, and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the former roadbed and roadway to the City will be upon the date of an executed Deed of Conveyance.

State Highway Administration to the City of Bowie, Maryland:

- MU
3623
- a) Former MD 450 Roadbed from MD 197 running easterly to a point west of Moylan Drive for a total distance of 0.490 \pm miles
 - b) Gallant Fox Access Road (Former MD 197E) from Gallant Fox Lane (MU 757) running southerly to MD 450B (Annapolis Road) for a total distance of 0.163 \pm miles

Total mileage to the City 0.653 \pm miles

Item No.: 91091

Said agreement has been previously executed by the appropriate City officials and approved as to form and legal sufficiency by Assistant Attorney General for the State of Maryland, Libby C. Rappaport.

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SEP 11 2008

HIGHWAY INFORMATION
SERVICES DIVISION

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Mr. G. Cooley
Mr. M. Flack
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. G. Hadel
Mr. M. Haley
Mr. T. Hicks
Ms. C. Kennedy

Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. R. Veeramachaneni
Mr. M. Flack
Mr. D. Drewer
Mr. J. Wright
Mr. J. Oddis
Mr. K. Opper

CITY OF BOWIE, MARYLAND

Mr. David J. Deutsch, City Manager
City of Bowie, Maryland


Mr. Robert H. Levan, Esquire
Attorney for the City of Bowie, Maryland

Mr. Joseph M. Meinert, AICP
Director of Planning and Economic
Development

September 8, 2008

Memorandum

TO: Raja Veeramachaneni, Director
Office of Planning and Preliminary Engineering

FROM: Herbert Simmons, Jr., Real Property Specialist 
Property Asset Management

SUBJECT: Road Transfer Agreement to the City of Bowie, Maryland
a) Former MD 450 Roadbed
b) Gallant Fox Access Road (Former MD 197E)

ITEM NO. 91091

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HIGHWAY INFORMATION
SERVICES DIVISION

Attached is a Road Transfer Agreement (RTA) in duplicate which has been signed by the City Manager, the Attorney, and the Director of Planning and Economic Development for the City of Bowie. Please sign the RTA and

7 Also enclosed is the Memorandum of Action that we also ask you to initial. Please return the entire package to our office for further process and distribution.

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COMMERCE

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 3RD day SEPTEMBER, of 2008, by and between the **State Highway Administration (SHA) of the Department of Transportation of Maryland**, acting for and on behalf of the State of Maryland, hereinafter referred to as the "Highway Administration", party of the first part and **the City of Bowie, Maryland**, a municipal corporation, hereinafter referred to as the "City", party of the second part.

WHEREAS, under authority contained in **Transportation Article Title 8-304 of the Annotated Code of Maryland**, the Highway Administration is empowered to agree to transfer title to, jurisdiction over, and responsibility for the maintenance of any State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to accept title to, jurisdiction over, and responsibility for, the maintenance of said State highway or portions thereof from the Highway Administration.

WHEREAS, the Highway Administration has agreed to transfer to the City the hereinafter described section of a former roadbed which was constructed, and since scarified, by the State Highway Administration, and an additional proximate road section, both of which the City has agreed to accept as an integral part of the City street system.

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SERVICES DIVISION

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APR 11 1985

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of ONE (\$1.00) DOLLAR payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

1. The Highway Administration does hereby agree to transfer unto the City and the City does hereby agree to accept from the Highway Administration jurisdiction over and responsibility for the maintenance of the following described section of a former State highway, now scarified, as part of the City street system, hereinafter referred to as the "Former MD 450 Roadbed" as shown on Exhibit A, and an additional proximate road section hereinafter referred to as **Gallant Fox Access Road (Former MD 197E)** as shown on Exhibit B attached hereto and incorporated herein.

Highway Administration transfers to the City of Bowie:

- a) **Former MD 450 Roadbed** from MD 197 running easterly to a point west of Moylan Drive for a total distance of 0.490 + miles.
- b) **Gallant Fox Access Road (Former MD 197E)** from Gallant Fox Lane (MU 757) running southerly to MD 450B (Annapolis Road) for a total distance of 0.163 + miles. - Now Bowie MU 3623

Total mileage to the City - 0.653 + miles

Item No.: 91091

2. Transfer and Conveyance of the **Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E)** is subject to the following conditions:
- A. The effective date of transfer of the Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E) to the City will be upon the date of an executed Deed of Conveyance.
 - B. The transfer of the Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E) to the City shall include the existing right of way and any appurtenances.
 - C. The City will accept jurisdiction over, and responsibility for the maintenance of said Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E) upon the effective date of transfer as set forth in Item A above.
 - D. The City agrees that **it is not entitled to, and that it will not receive any highway user funds from the Highway Administration** to assist in the maintenance of the **Former MD 450 Roadbed**.
 - E. The City agrees that **it is entitled to, and it will receive highway user funds from the Highway Administration** to assist in the maintenance of **Gallant Fox Access Road (Former MD 197E)**.

3. The Highway Administration will hereafter prepare a deed conveying the **Former MD 450 Roadbed and Gallant Fox Access Road (Former MD 197E)** to the City subject to the approval of the Board of Public Works of Maryland. A copy of the deed and plats depicting the roadways to be conveyed, and this Agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will execute and record the deed unless notified of any errors in the deed description by the City within thirty (30) days of said party's receipt of the deed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be
executed by their proper officers thereunto duly authorized the day and year first
written.

STATE HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION

WITNESS

Amy J. McCreary

By: *Raja Veeramachaneni*
Raja Veeramachaneni,
Office of Planning &
Preliminary Engineering

Approved as to form and sufficiency
this 11 day of Sept, 2008

Recommended for approval:

Stephen N. Clarke, Jr.
Chief - Property Asset
Management Division

Libby C. Rappaport
Assistant Attorney General
State of Maryland

1952

11

City of Bowie
Signature Page

THE CITY OF BOWIE, MARYLAND
a Municipal Corporation

WITNESS:

Paul A. Jaminy

By: David J. Deutsch
David J. Deutsch, City Manager
City of Bowie, Maryland
September 3, 2008

WITNESS:

Ann A. Ford

By: Robert H. Levan
Robert H. Levan, Esquire
Attorney for the City of Bowie
September 3, 2008

WITNESS:

Paul A. Jaminy

By: Joseph M. Meinert
Joseph M. Meinert, AICP
Director of Planning and Economic Development
September 3, 2008

Legend

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The data and related materials contained herein are provided 'as is' and were created to meet a specific business need of the Maryland State Highway Administration (SHA). Any other use, while not prohibited, is the sole responsibility of the user who shall assume all liability regarding the fitness of use of the information.

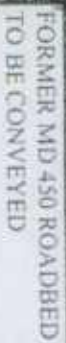
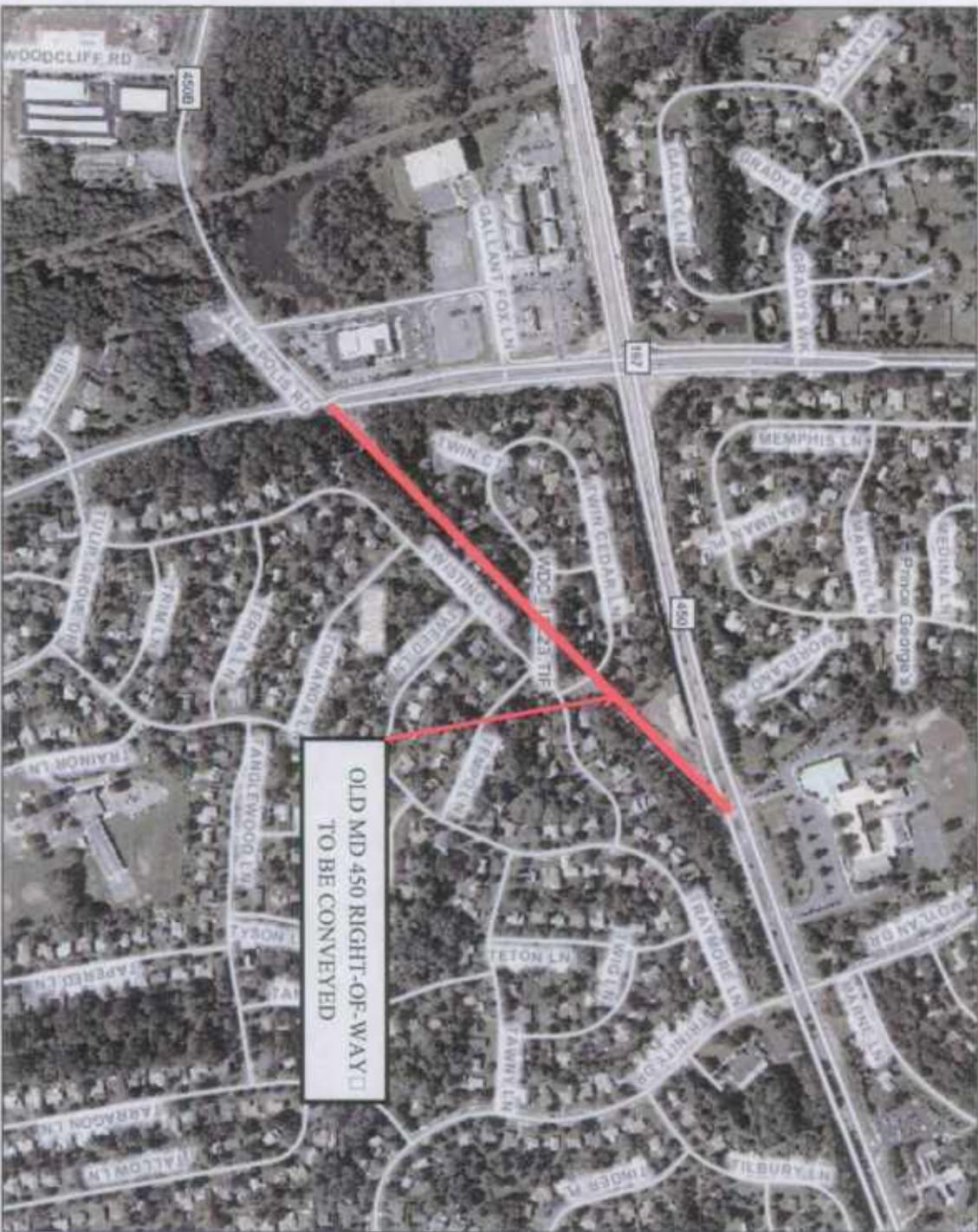


Exhibit A

OLD MD 450 RIGHT-OF-WAY



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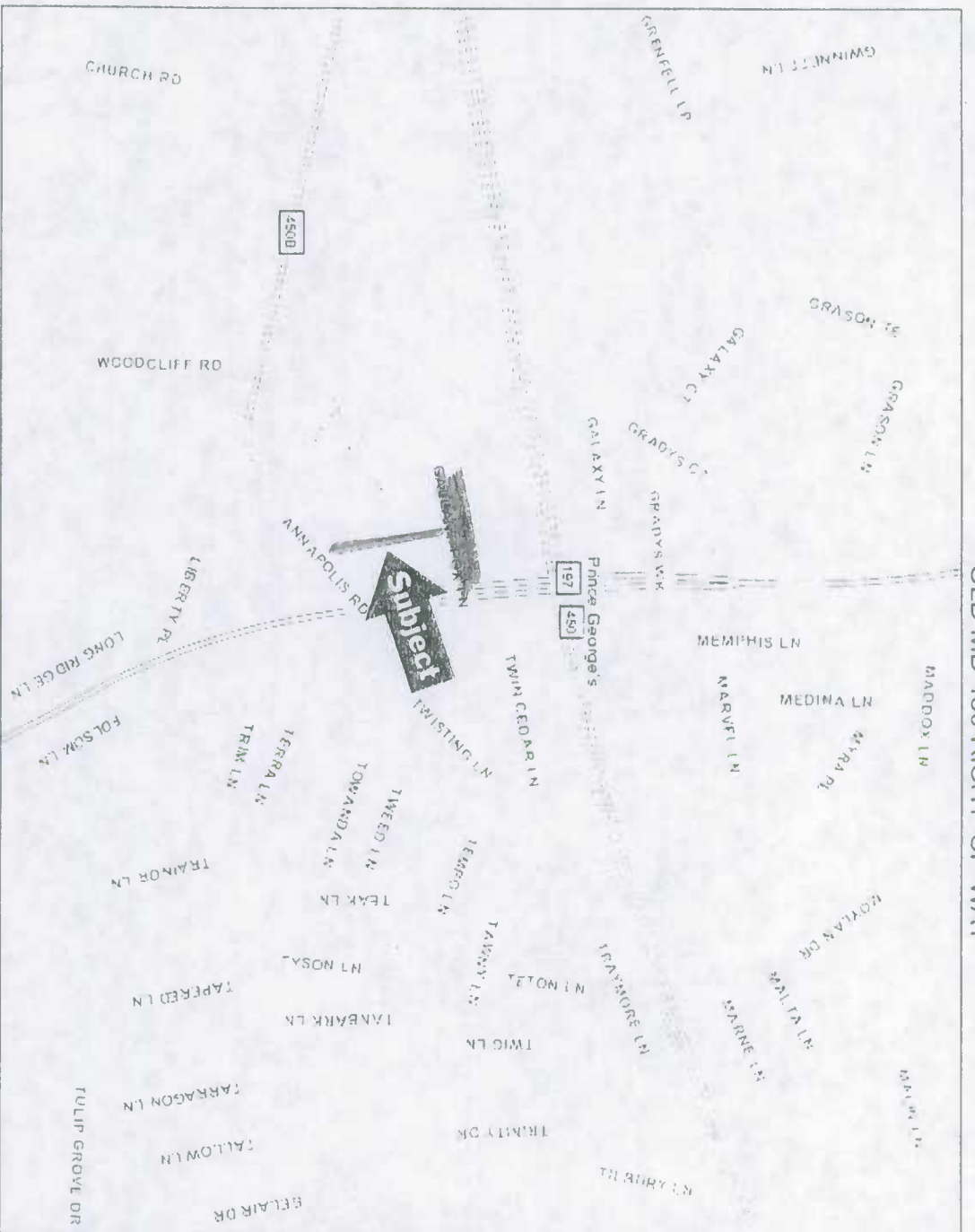
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- Interstates
- US roads
- Primary roads
- Secondary roads
- Result highlight
- Counties
- States
- Water
- Query Area



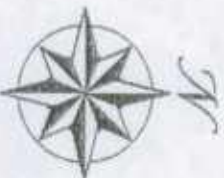
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OLD MD 450 RIGHT-OF-WAY



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- Interstates
- US roads
- Primary roads
- Secondary roads
- Result highlight
- ☐ Counties
- ☐ States
- ☐ Water
- Query Area



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Exhibit B

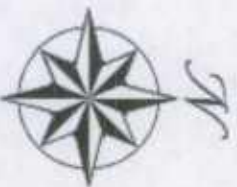
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MD 197-E



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- Interstates
- US roads
- Primary roads
- Secondary roads
- Result highlight
- Counties
- States
- Water
- Query Area



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Print

This print requires landscape orientation (Layout Tab) for printing.



U.S. Department
of Transportation
**Federal Highway
Administration**

9/8/06
Mr. R. Douglas
Rosa
D. Rose
cc: D. Rose



Maryland Division
City Crescent Building
100 S. Howard Street
Suite 2450
Baltimore, Maryland 21201

August 30, 2006

Mr. Neil J. Pedersen, Administrator
Maryland State Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

In Reply Refer To: HDA-MD

To: Mike Baxley
Mike Haley

Mr. Gregory A. Whirley, Acting Commissioner
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

Dear Messrs. Pedersen and Whirley:

First, we would like to take this opportunity to congratulate both States for completing the traffic switch ahead of schedule in a safe manner. As you aware on July 16, both the Maryland State Highway Administration (MSHA) and the Virginia Department of Transportation (VDOT) completed switching traffic from the existing bridge to the new Outer Loop Bridge well ahead of schedule. The success of this event is a testimony of what can be achieved with good planning and team work. Please express our appreciation the personnel involved in this effort.

In accordance with the agreement dated September 7, 2001 which covers the ownership of the Woodrow Wilson structure, the United States conveyed jointly to the States of Maryland and Virginia all duties and responsibilities associated with the existing bridge on July 16, 2006. If you have any questions concerning this matter, please contact Jitesh Parikh at (410) 779-7136.

Sincerely yours,

Roberto Fonseca-Martinez
Division Administrator

Nelson J. Castellanos
Division Administrator



Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*



Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

Maryland Department of Transportation

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR – OFFICE OF PLANNING AND
PRELIMINARY ENGINEERING

June 26, 2006

Raja Veeramachaneni

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering, has approved the following route number designation for the InterCounty Connector in Montgomery and Prince George's Counties:

The designation for this section of roadway is MD 200.

A map showing the future alignment of this road is attached.

My telephone number/toll-free number is 410.545.0412 / 1-888-204-4828
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2238 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410.545.0300 • www.marylandroads.com



Governor: Robert L. Ehrlich, Jr.
Lt. Governor: Michael S. Steele

MDOT Secretary: Robert L. Flanagan
Deputy Secretary: James F. Ports, Jr.

MdTA Exec. Secretary: Trent M. Kittleman
SHA Administrator: Neil J. Pedersen

Distribution List

- Charles Adams, Director, Office of Environmental Design
- Michael Baxter, Assistant Division Chief, Highway Information Services Division
- Ken Briggs, Chief, Highway Design Division
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- David Coyne, District Engineer, SHA District 7
- Donnie Drewer, District Engineer, SHA District 1
- Earle Freedman, Director, Office of Bridge Development
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- Normetha Goodrum, Deputy Administrator, Finance, Information Technology and Administration
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- Michael Haley, Chief, Regional and Intermodal Planning
- Edward Harris, Chief Counsel, Office of Counsel
- Trent Kittleman, Executive Secretary, Maryland Transportation Authority
- Thomas Hicks, Director, Office of Traffic and Safety
- Geoffrey Kolberg, Senior Director, Engineering and Construction
Maryland Transportation Authority
- Richard Lindsay, District Engineer, SHA District 2
- David Malkowski, District Engineer, SHA District 4
- Kirk McClelland, Director, Office of Highway Development
- Joseph Miklochik, Director, Office of Real Estate
- Darrell Mobley, District Engineer, SHA District 3
- Neil Pedersen, Administrator, State Highway Administration
- Melinda Peters, Director, Office of the InterCounty Connector
- Douglas Rose, Deputy Administrator/Chief Engineer, Operations
- Michel Sheffer, Assistant Division Chief, Highway Information Services Division
- Douglas Simmons, Deputy Administrator/Chief Engineer, Planning and Engineering

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- Peter Stephanos, Director, Office of Materials and Technology
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Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*



Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

MARYLAND DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF ACTION OF RAJA VEERAMACHANENI
DIRECTOR – OFFICE OF PLANNING AND PRELIMINARY
ENGINEERING

May 11, 2004

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated April 16, 2004 between the State Highway Administration and Prince Georges County, Maryland, relative to the transfer of the following described section of road and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the State Highway Administration shall be upon complete approval and execution of the agreement.

Prince Georges County, Maryland to the State Highway Administration:

Oxon Hill Road – From below its intersection with Ramp E-1 at Station 103+00 running northerly to its intersection with MD 210 (existing alignment) at Station 127+42.27, for a total distance of 0.44± mile

Total mileage to the SHA – 0.44± miles

Item No.: 91045

Said agreement has previously been executed by the appropriate officials of the SHA and Prince Georges County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, Libby C. Rappaport.

SNC:seb

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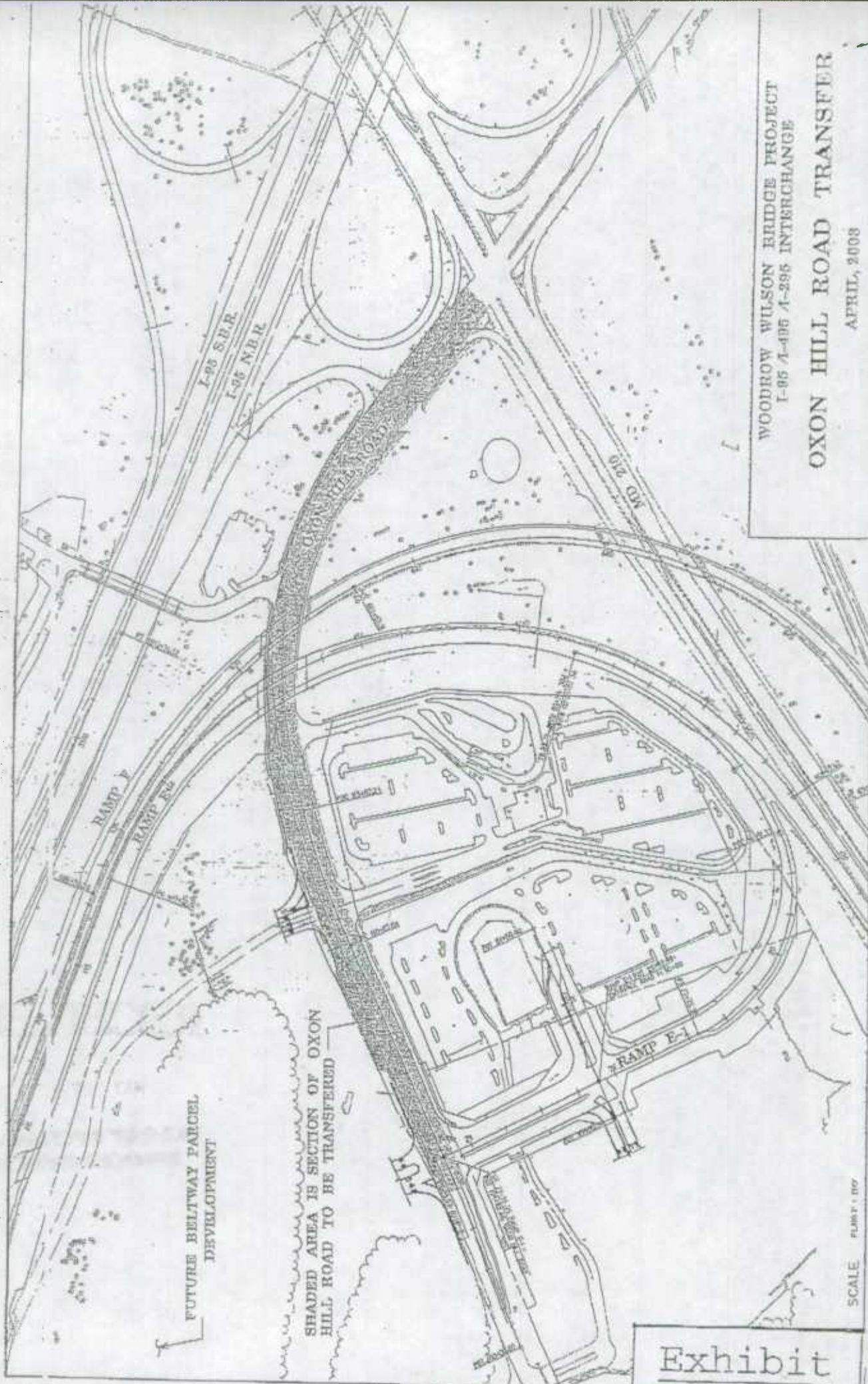
MAY 27 2004

**HIGHWAY INFORMATION
SERVICES DIVISION**

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street Baltimore, Maryland 21202 Phone: 410.545.0300 www.marylandroads.com



WOODROW WILSON BRIDGE PROJECT
I-95 / I-295 INTERCHANGE

OXON HILL ROAD TRANSFER

APRIL, 2003

FUTURE BELTWAY PARCEL
DEVELOPMENT

SHADED AREA IS SECTION OF OXON
HILL ROAD TO BE TRANSFERRED

RAMP E-1

SCALE FIRST : 100'

Exhibit

S.H.A.

Mr. S. Ade	Mr. N. Pedersen
Mr. M. Baxter	Mr. K. Powers
Mr. W.E. Brauer, III	Mr. D. Rose
Mr. K. McDonald	Mr. K.G. Shelton
Ms. Rose Davis	Mr. D. Simmons
Mr. Steve Foster	Ms. C. Simpson
Mr. D. German	Mr. D. Simpson
Mr. G. Hadel	Mr. M. Shah
Mr. R Harrison	Mr. D. Ward
Mr. T. Hicks	Mr. D. Weddle
Mr. A. Lijewski	Mr. Ed Schmidbauer
Mr. E.S. Freedman	Mr. Doug Mills
Mr. K. McClelland	Mr. Paul Lednak
Mr. J. Miller	Mr. Charlie Watkins

PRINCE GEORGES COUNTY, MARYLAND

Ms. Iris B. Boswell
Special Assistant to the County Executive

Mr. Dale G. Coppage, Acting, Director
Department of Public Works and
Transportation

Mr. Leroy D. Maddox
Office of Law



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JUL 8 2004

Robert L. Ehrlich, Jr., Governor
Michael S. Steele, Lt. Governor

Robert L. Flanagan, Administrator
Neil J. Pedersen, Assistant Administrator

INFORMATION
SERVICE DIVISION

MARYLAND DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF ACTION OF DOUGLAS SIMMONS
DEPUTY ADMINISTRATOR FOR PLANNING AND
ENGINEERING

22

July 1, 2004

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated April 28, 2004 between the State Highway Administration and Prince Georges County, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Prince Georges County, Maryland:

MD 410-A (Belcrest Road) – From MD 500 (Queens Chapel Road) northward to MD 410 (East-West Highway) for a total distance of 0.25± mile - Now part of Co 5678

Item No.: 85530

The effective date of the road transfer shall be the date of the agreement.

Said agreement has previously been executed and approved as to form and legal sufficiency by Assistant Attorney General, Libby Rappaport.

RMP:seb

2810

My telephone number/toll-free number is _____
Maryland Relay Service for Impaired Hearing or Speech 1.800.201.7165 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.marylandroads.com



S.H.A.

Mr. S. Ade	Mr. N. Pedersen
Mr. M. Baxter	Mr. K. Powers
Mr. W.E. Brauer, III	Mr. D. Rose
Mr. K. McDonald	Mr. K.G. Shelton
Ms. Rose Davis	Mr. D. Simmons
Mr. Steve Foster	Ms. C. Simpson
Mr. D. German	Mr. D. Simpson
Mr. G. Hadel	Mr. M. Shah
Mr. R Harrison	Mr. D. Ward
Mr. T. Hicks	Mr. D. Weddle
Mr. A. Lijewski	Mr. Ed Schmidbauer
Mr. E.S. Freedman	Mr. Doug Mills
Mr. K. McClelland	Mr. Paul Lednak
Mr. J. Miller	Mr. Charlie Watkins
	Mr. Marty Knecht

PRINCE GEORGES COUNTY, MARYLAND

Ms. Iris B. Boswell
Special Assistant to the County Executive

Mr. Dale G. Coppage, Acting, Director
Department of Public Works and
Transportation

Mr. Leroy D. Maddox
Office of Law

Mr. Russell Carroll
District Engineer





Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

MEMORANDUM

To: File; SHA Memoranda of Action Book – Prince George's County
From: Kevin Powers, Manager, State and Local Roadway Systems
Highway Information Services Division
Date: June 25, 2002
Subject: Boteler Lane, Prince George's County

Boteler Lane in Prince George's County was relocated during the MD 193 Relocation project in 1955 (Contract P-721-2-315), but was not identified as taken over by the State Roads Commission. It was assigned "Other Public" route inventory numbers (OP 1166 and reassigned OP 391). A note on the inventory read "MD 193 to Sta. 0.12 built by state".

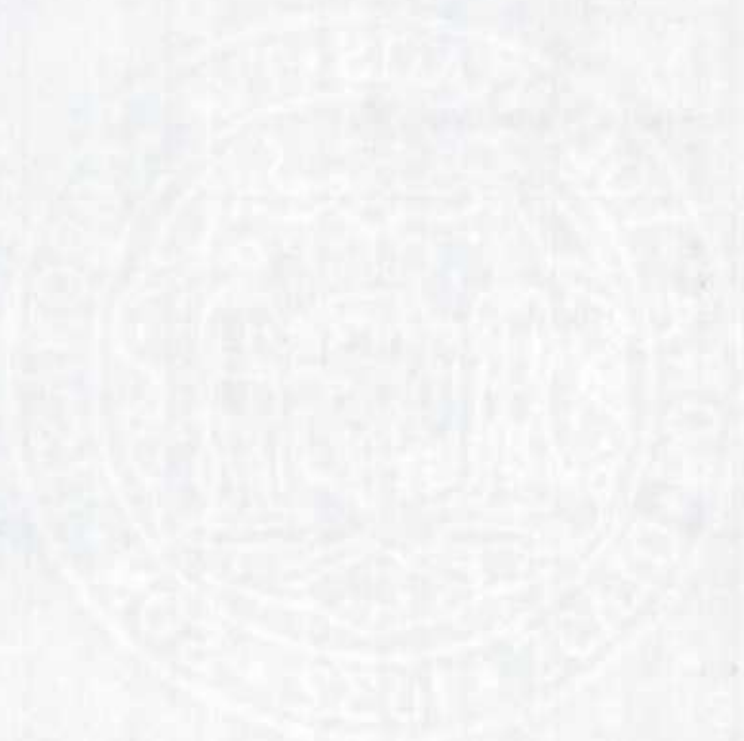
This road was finally conveyed to the University of Maryland – College Park by deed on February 28, 2002, and was assigned the inventory route number of "SR 205".

My telephone number is _____ (410) 545-5518

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

THE UNIVERSITY OF CHICAGO
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15580

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2002 MAR 13 A 8:54

CLERK OF THE
CIRCUIT COURT

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MAY 16 2002

SHA 63.00-26D 3/1/90
Mailing Address:
Records and Research Section
707 North Calvert Street
Baltimore, Maryland 21202

STANDARD DEED

FROM THE STATE HIGHWAY
ADMINISTRATION OF THE DEPARTMENT
OF TRANSPORTATION AND THE BOARD
OF PUBLIC WORKS OF MARYLAND

HIGHWAY INFORMATION
SERVICES DIVISION
Right of Way Item No.

87605-91005

THIS DEED, made this 28th day of FEBRUARY in the year 2002, from the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes collectively called the "GRANTORS"; unto the State of Maryland for the use of the UNIVERSITY SYSTEM OF MARYLAND, on behalf of its constituent institution, UNIVERSITY OF MARYLAND COLLEGE PARK, hereinafter sometimes called the "GRANTEES."

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in Prince George's County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, a certain State Highway known and designated as University Boulevard, Md Route 193; and

WHEREAS, the State Highway Administration has prepared, or caused to be prepared Right of Way Plats designated as State Highway Administration Plats numbered 12252 (Rev. 8/23/54) and 14300 which Plats have been recorded or is intended to be recorded among the Land Records of the aforesaid County in the appropriate Plat Book; and

WHEREAS, the State Highway Administration has agreed, for good and valuable consideration to convey unto the GRANTEE herein certain land, hereinafter described, which the State Highway Administration has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the State Highway System ("the Land"); and

WHEREAS, the Land is now commonly known as "Boteler Lane"; and

WHEREAS, under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto the State of Maryland for the use of the UNIVERSITY SYSTEM OF MARYLAND, on behalf of its constituent institution, UNIVERSITY OF MARYLAND COLLEGE PARK, all right, title and interest of the State Highway Administration and the State of Maryland, in and to all of

RECEIVED FOR TRANSFER

Department of
Assessments and Taxation for
Prince George's County

3/13/02

2 per SW

SHA _____

(B)

that Land situate, lying and being in Prince George's County, State of Maryland, containing 36,704 square feet, or 0.8426 of an acre of land, more or less, and shown on State Highway Administration Plat Nos. 12252 (Rev. 8/23/54) and 14300 numbered, reduced copies of which are attached hereto as Exhibit No. 1 and 2 and made a part hereof, and further described in Exhibit A, attached hereto and made a part hereof.

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to the Land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public utility or public utilities across or adjacent to the Land herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Land to the extent of the State's right, title and interest thereto, unto the GRANTEES, their successors and assigns.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

The actual consideration paid by the GRANTEES unto GRANTORS is Zero and 00/100 Dollars (\$0.00).

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:

Gary Fletcher

STATE HIGHWAY ADMINISTRATION OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION

By: Parker F. Williams (Seal)
Parker F. Williams
State Highway Administrator

Approved as to Form and Legal Sufficiency

Michael P. Kenney
Assistant Attorney General
State Highway Administration

Parris N. Glendening (Seal)
Parris N. Glendening
Governor of Maryland

Concurred in by:

Christian C. Larson
Christian C. Larson
Director, Office of Real Estate
State Highway Administration

Louise M. Daily
Assistant Attorney General
University System of Maryland

William Donald Schaefer (Seal)
William Donald Schaefer
Comptroller of Maryland

WITNESS:

Andrea McDonald
Secretary

Nancy K. Kopp (Seal)
NANCY K. KOPP
Treasurer of Maryland

Constituting the BOARD OF
PUBLIC WORKS OF MARYLAND

SHA _____

(D)

STATE OF MARYLAND - COUNTY/CITY OF _____, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared Parker F. Williams, State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 11th day of January in the year 2002.

Donna A. [Signature] (Seal)
Notary Public, Commissioner of State (Seal)

My Commission Expires: October 2, 2002

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared

Parris N. Glendening - Governor of Maryland

William Donald Schaefer - Comptroller of Maryland

NANCY K. KOPP - Treasurer of Maryland

constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 25th day of Feb in the year 2002.

Marion Boschert (Seal)
Notary Public

Marion Boschert
NOTARY PUBLIC

My Commission Expires: Anne Arundel County, Maryland
My Commission Expires 12/01/03

I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

Wimbert P. Kenney
Assistant Attorney General

**AREA CONVEYED
BY
THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION
TO
THE STATE OF MARYLAND
TO THE USE OF THE UNIVERSITY SYSTEM OF MARYLAND
ON BEHALF OF IT'S CONSTITUENT INSTITUTION,
UNIVERSITY OF MARYLAND, COLLEGE PARK**

Right of way Project No: P-721-002-315
Right of way Project: Relocation of University Lane
Colesville Road to Greenbelt Road
Item Nos: 26670, 26671 & 31153

BEGINNING FOR THE SAME AT A POINT in this northeasterly Right of Way Line of Md.Rte. 193 (University Blvd.) leading from New Hampshire Ave to Greenbelt Road, said point of beginning being the intersection of the aforesaid north-easterly Right of Way Line (Md.Rte. 193 - University Blvd.) and the northwesterly Right of Way Line of the connection between Md.Rte. 193-University Blvd. and Boteler Lane.

SAID POINT OF BEGINNING BEING situated 100 feet measured radially to the left of station 88+20 of the base line of right of way (Md.Rte. 193-University Blvd.) as said base line of right of way is delineated on the State Roads Commission of Maryland's plats numbered 12252 (Rev. 8-23-54) and 14300, recorded or intended to be recorded among the Land Records of Prince George's County, running thence and binding along the aforesaid northwesterly Right of Way Line of the connection between Md.Rte. 193-University Blvd. And Boteler Lane, N-27°01'12"-E 70.14 feet to intersect the southerly Right of Way Line (Boteler Lane), running thence and binding thereon the following four

(4) courses and distances viz.: (1) by a curve to the left having a radius of 70 feet for an arc length of 64.21 feet, said curve being subtended by a chord bearing N-67°38'24"-W for a chord distance of 61.98 feet, thence (2) S-86°-05'00"-W 144.41 feet, thence (3) by a curve to the right having a radius of 130 feet for an arc length of 204.20 feet, said curve being subtended by a chord bearing N-48 °55'00"-W for a chord distance of 183.85 feet, thence (4) N-03°55'00"-W 92.49 feet, thence crossing Boteler Lane N-86°05'00"-E 60.00 feet to intersect the northerly Right of way Line of Boteler Lane, running thence and binding thereon the following four (4) courses and distances viz.: (1) S-03°55'00"-E 92.49 feet, thence (2) by a curve to the left having a radius of 70 feet for an arc length of 109.96 feet, said curve being subtended by a chord bearing S-48°55'00"-E for a chord distance of 98.99 feet, thence (3) N-86°05'00"-E 144.41 feet, thence (4) by a curve to the right having a radius of 130 feet for an arc length of 151.74 feet, said curve being subtended by a chord bearing S-60°28'41"-E for a chord distance of 143.27 feet to intersect the northwesterly Right of Way Line of the connection between Md.Rte. 193-University Blvd. and Boteler Lane, running thence and binding thereon S-53°22'09"-E 83.59 feet to intersect the northerly Right of Way Line (Md.Rte. 193-University Blvd.), hereby established for the purpose of this Grant, running thence and binding thereon by a curve to the left having a radius of 3,919.72 feet for an arc length of 164.19 feet, said curve being subtended by a chord bearing S-81°04'58"-W for a chord distance of 164.18 feet to the place of beginning.

Containing 36,704 square feet or 0.8426 of an acre plus or minus.

EXHIBIT A

BEING PART OF THE BED OF THE road of Boteler Lane as shown on the State Roads Commission of Maryland's plats numbered 12252 (Rev. 8-23-54) and 14300, recorded or intended to be recorded among the Land Records of Prince George's County.

BEING PART OF THE LAND WHICH BY confirmatory deed recorded April 11, 1956 among the Land Records of Prince George's County in Liber W.W.W. No. 1976 Folio 553 was conveyed by Angus D. McDonald, Et Ux to the State of Maryland to the use of State Roads Commission of Maryland

BEING PART OF THE LAND WHICH BY deed recorded March 18, 1957 among the Land Records of Prince George's County in Liber W.W.W. No. 2085 Folio 322 was conveyed by Pearl S. Wilson, widow to the State of Maryland to the use of the State Roads Commission of Maryland.

IT BEING PART OF THE LAND WHICH was acquired from Fred A. Funke through condemnation proceedings by the State of Maryland to the use of the State Roads Commission in No. 6273 Law in the Circuit Court of Prince George's County.

THE GRANTORS FURTHER GRANT unto the State of Maryland to the use of the University System of Maryland on behalf of it's constituent institution University of Maryland, College Park the four (4) Easement Areas shown on State Roads Commission of Maryland's plats numbered 12252 (Rev. 8-23-54) and 14300, recorded or intended to be recorded among the Land Records of Prince George's County, the limits thereof being as follows:

EXHIBIT A

1. Right of station 1+25.44 (Boteler Lane) to right of station 5+28.94 (Boteler Lane)
2. Left of station 1+45.01 (Boteler Lane) to left of station 5+28.94 (Boteler Lane)
3. Left of station 5+28.94 (Boteler Lane) to left of station 4+50 (Boteler Lane)
4. Right of station 4+00 (Boteler Lane) to right of station 4+50 (Boteler Lane)

BEING PART OF LAND WHICH BY confirmatory deed recorded April 11, 1956 among the Land Records of Prince George's County in Liber W.W.W. No. 1976 Folio 553 was conveyed by Angus D. McDonald Et Ux to the State of Maryland to the use of the State Roads Commission of Maryland.

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IT BEING PART OF THE LAND WHICH was acquired from Fred A Funke through Condemnation Proceedings by the State of Maryland to the use of the State Roads Commission of Maryland in No. 6273 Law in the Circuit Court of Prince George's County.

EXHIBIT A

AUTOWAY

5580

144

PARK

TO M.P. 0.12

ROAD

BOTELER LN

FROM M.P. 0.00

38TH AVE

36TH AVE

METZEROTT RD

ACRES

COMM. PARK

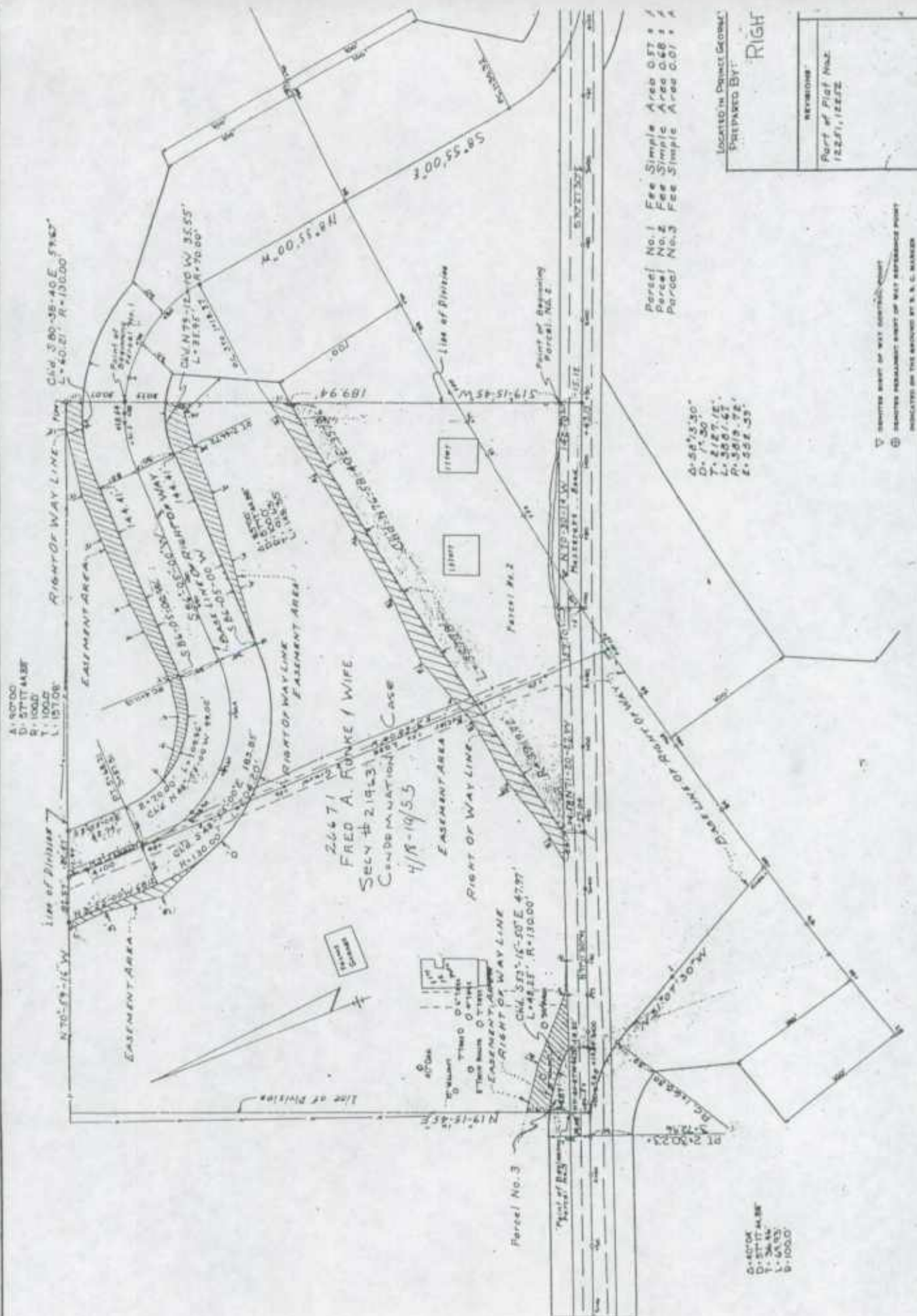
TRAVIS LN

AZALEA

COLLEGE

PARK

LA



A=90'00"
D=57'11" 44.88"
R=1000'
T=1000'
L=157'08"

26671
FRED A. FORKE / WIFE
SELY # 21943
CENDEMNATION CASE
4/18-14/55

Parcel No. 1 Fee Simple Area 0.77 ±
Parcel No. 2 Fee Simple Area 0.68 ±
Parcel No. 3 Fee Simple Area 0.01 ±

LOCATED IN DISTRICT GEORGIA
PREPARED BY: **Right**

REVISIONS
Part of Plat No. 2 12281, 12282

D=54'13.50"
D=1'1.50"
T=2'27.15"
L=320'1.45"
P=3419.75"
E=558.35"

A=90'00"
D=57'11" 44.88"
R=1000'
T=1000'
L=157'08"

1. REVISOR'S COPY OF WAY CONTRACT
2. REVISOR'S RECALCULATED DISTANCE OF WAY REFERENCE POINT
INDICATED ON THE SURVEY BY S. S. C. MARKER



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

PG county

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

VJP
8/14/97

August 13, 1997

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated August 12, 1997, between the State Highway Administration and the City of Bowie, MD relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The road transfer agreement will become effective on the date of the agreement.

State Highway Administration to City of Bowie, Maryland

MD Rte. 197B (Old Collington Road) - from Holiday Lane to road barricade at Northview Drive - open to traffic - 0.46± mile.

MD Rte. 197B (Old Collington Road) - from barricade at Northview Drive to road end - not open to vehicle traffic - 0.18± mile.

TOTAL MILEAGE: 0.64± MILE

Item Number: **85515**


NOW MV 1985 (Bowie)

The agreement has been executed by the appropriate officials of the S.H.A. and the City of Bowie, MD, and approved as to form and legal sufficiency by legal council for both parties.

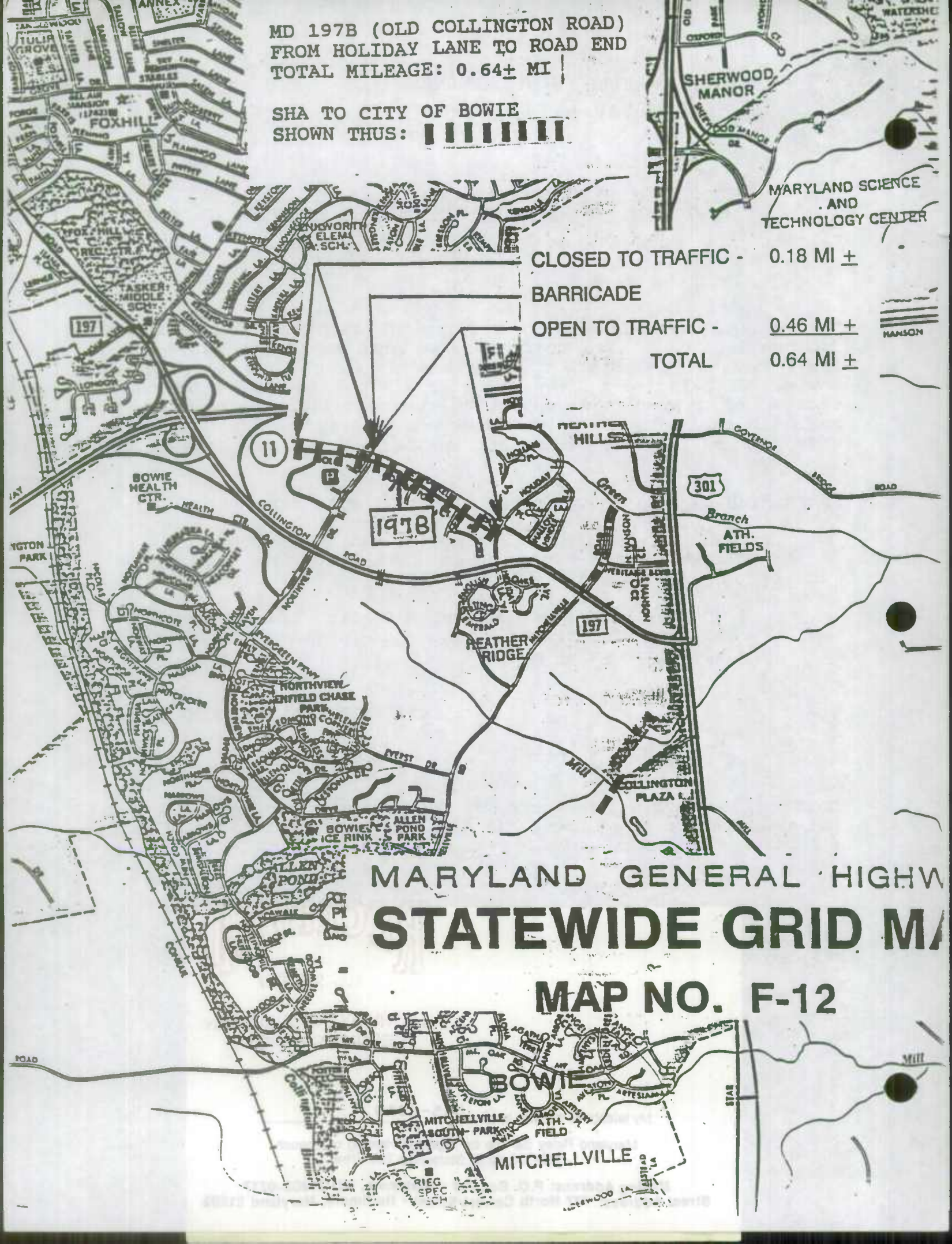
RMP:seb

MD 966 - 15 Co 3137 Cobb Rd

MD 197B (OLD COLLINGTON ROAD)
FROM HOLIDAY LANE TO ROAD END
TOTAL MILEAGE: 0.64± MI

SHA TO CITY OF BOWIE
SHOWN THUS: 

CLOSED TO TRAFFIC - 0.18 MI ±
BARRICADE
OPEN TO TRAFFIC - 0.46 MI ±
TOTAL 0.64 MI ±



MARYLAND GENERAL HIGHWAY
STATEWIDE GRID MAP

MAP NO. F-12



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

PG county

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

U/P
8/14/97

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RMP:seb

RECEIVED

AUG 20 1997

**HIGHWAY INFORMATION
SERVICES DIVISION**

My telephone number is 545-2810

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

MD 197B (OLD COLLINGTON ROAD)
FROM HOLIDAY LANE TO ROAD END
TOTAL MILEAGE: 0.64 ± MI

SHA TO CITY OF BOWIE
SHOWN THUS: 

CLOSED TO TRAFFIC - 0.18 MI ±

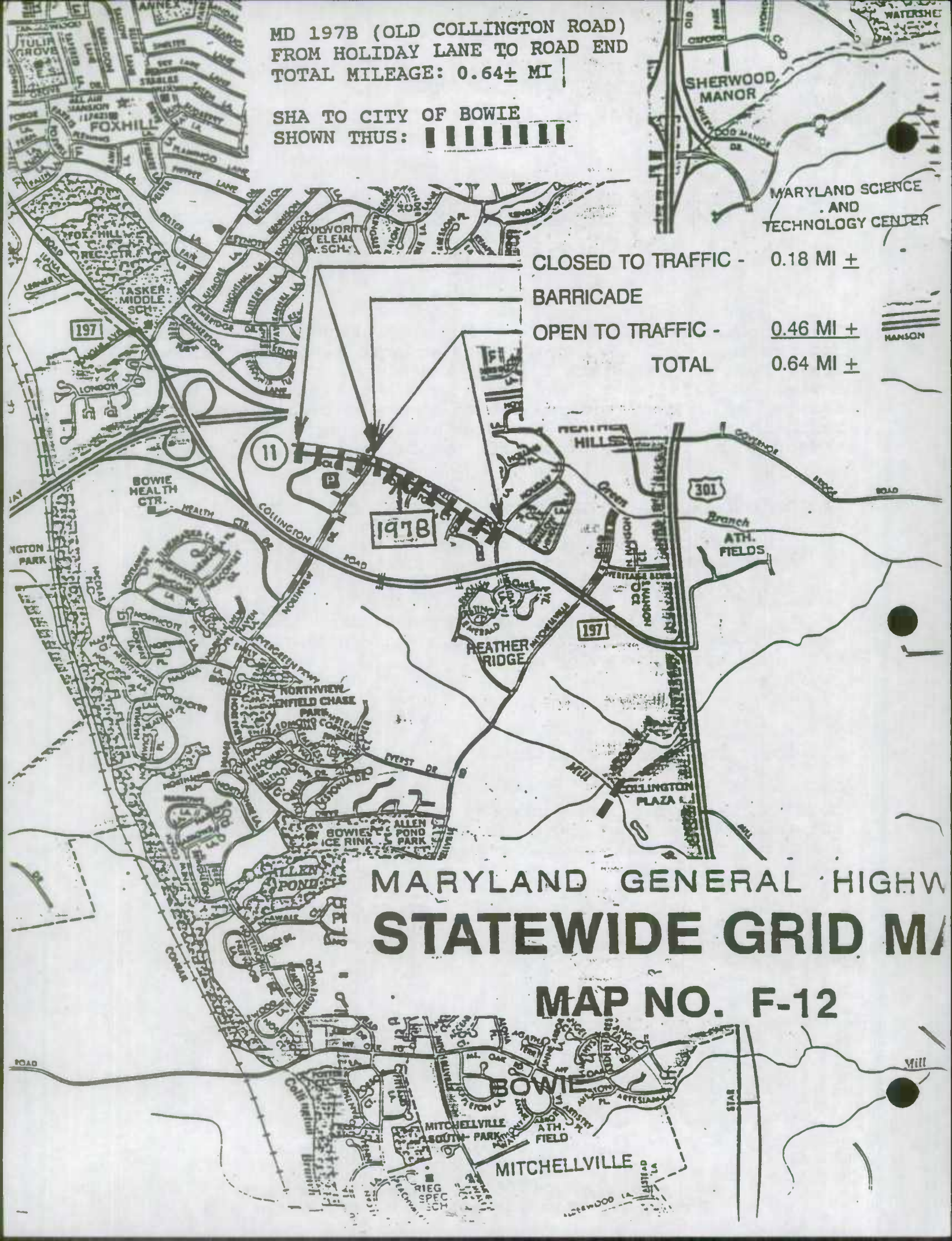
BARRICADE

OPEN TO TRAFFIC - 0.46 MI ±

TOTAL 0.64 MI ±

MARYLAND GENERAL HIGHWAY
STATEWIDE GRID MAP

MAP NO. F-12



S.H.A.

cc: Mr. M. R. Baxter	Mr. R. Lipps
Mr. D. A. Bockenek	Mr. K. McClelland
Mr. W. E. Brauer, III	Mr. J. Miller
Mr. Randolph P. Brown	Mr. A. Moore
Mr. R. Burns	Mr. J. Muller
Mr. A. M. Capizzi	Mr. J. Mahorney
Mr. D. A. Clifford	Mr. E. T. Paulis
Mr. R. L. Daff, Sr.	Mr. R. Ravenscroft
Mr. R. D. Douglass	Mr. L. Schultz
Mr. L. H. Ege, Jr.	Mr. K. G. Shelton
Mr. R. Fisher	Mr. V. Stinnett
Mr. E. S. Freedman	Mr. D. Simmons
Mr. D. German	Mr. D. L. Strausser
Mr. G. Hadel	Ms. L. Swift
Mr. T. Hicks	Mr. R. Tresselt
Mr. E. Homer	Mr. C. Watkinsusser
Mr. J. Kelly	Mr. D. Weddle
Mr. W. Kowalsky	Mr. P. F. Williams

CITY OF BOWIE

The Honorable Gary G. Allen, Mayor

Daniel L. Layton, Assistant Director
Department of Public Works

Robert Levan, City Attorney



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

NJP
2/25/97

February 25, 1997

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 25, 1997, between the State Highway Administration and Prince Georges County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The road transfer agreement will become effective upon completion and acceptance by the County of the proposed streetscape project.

State Highway Administration to Prince Georges County, Maryland

MD Route 211 (Sargent Road) - From M.P. 0.00 (D.C. Line) to M.P. 1.12 (Riggs Road), a total distance of 1.12± miles

TOTAL MILEAGE: 1.12± MILES

Item Number: **85548**

Now Co 5778

Said agreement has previously been executed by the Deputy Chief Administrator's office - Prince Georges County and approved as to form and legal sufficiency by Assistant Attorney General, Michael P Kenney.

SNC:seb



My telephone number is 545-2811

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

MD Rte. 211 (Sargent Road) -
From M.P. 0.00 (D.C. Line) to
M.P. 1.12 (Riggs Road) MD Rte.
212, a Total Distance of 1.12 +
Miles, Total Mileage: 1.12 +
Miles

S.H.A.

cc: Mr. M. R. Baxter	Mr. R. Lipps
Mr. D. A. Bockenek	Mr. K. McClelland
Mr. W. E. Brauer, III	Mr. J. Miller
Mr. R. Burns	Mr. A. Moore
Mr. A. M. Capizzi	Mr. J. Muller
Mr. D. A. Clifford	Mr. J. Mahorney
Mr. R. L. Daff, Sr.	Mr. K. Nowak
Mr. R. D. Douglass	Mr. E. T. Paulis
Mr. L. H. Ege, Jr.	Mr. N. J. Pedersen
Mr. R. Fisher	Mr. R. Ravenscroft
Mr. E. S. Freedman	Mr. L. Schultz
Mr. D. German	Mr. K. G. Shelton
Mr. G. Hadel	Ms. L. Sigwart
Mr. T. Hicks	Mr. D. Simmons
Mr. E. Homer	Mr. D. L. Strausser
Mr. J. Kelly	Mr. L. Swift
Mr. W. Kowalsky	Mr. R. Tresselt
Mr. D. Weddle	Mr. R. F. Williams

R/W Secretary File

PRINCE GEORGES COUNTY

Deputy Chief Administrator's Office

RECEIVED

JUN 11 2003

HIGHWAY INFORMATION
SERVICES DIVISION

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 25TH day of FEBRUARY, 1997, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince Georges County, Maryland, a Body Corporate and Politic, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article Section 8-304 of the Annotated Code of Maryland, the Highway Administration is empowered to agree to transfer title to, jurisdiction over, or responsibility for the maintenance of any State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to accept title to, jurisdiction over, or responsibility for the maintenance of said State highway, or portion thereof, from the Highway Administration.

WHEREAS, the Highway Administration has agreed to transfer to the County the hereinafter described section of road which heretofore was constructed by the Highway Administration, and the County has agreed to accept same as an integral part of the County highway system.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions set forth herein, the parties hereto agree as follows:



1. The Highway Administration does hereby transfer unto the County and the County does hereby accept from the Highway Administration, subject to the conditions below, jurisdiction over and responsibility for the maintenance of the following described section of State highway and mileage as part of the County's highway system, as follows and as shown on Exhibit A attached hereto and incorporated hereinafter collectively referred to as "Roadway":

SHA to Prince Georges County, Maryland:

MD Rte. 211 (Sargent Road) - From M.P. 0.00 (D.C. Line) to M.P. 1.12 (Riggs Road) MD Rte. 212, being a total distance of 1.12± miles

TOTAL MILEAGE: 1.12± MILES

2. Conveyance and acceptance of the Roadway is subject to the following conditions:

- a. The Highway Administration agrees to construct a streetscape project for Sargent Road which will rehabilitate the roadway, add sidewalks, continuous street lighting, landscaping and other amenities to provide safe and efficient travel for pedestrians and vehicles.
- b. The scope of work for this project includes: milling, patching, widening, resurfacing, sidewalk addition, concrete curbs and gutters, continuous street lighting, drainage and streetscape improvements.
-  c. The effective date of transfer for title, jurisdiction over and responsibility and for the maintenance of the Roadway to the County shall be upon completion and acceptance by the County of construction of the streetscape project.
- d. The Roadway mileage will be included in the County's inventory as of December 1st, 1997.
- e. The basis for the allocation of funds to the County will include the Roadway mileage (i.e., the additional 1.13 \pm miles) beginning July 1st, 1997.
- f. The transfer of the Roadway to the County is made on an "as-is" basis, including any existing rights-of-way, all appurtenances, bridge structures and energy costs, following the construction and acceptance for maintenance by the County.
-  g. The County hereby accepts jurisdiction over and responsibility for the maintenance of the Roadway as of the effective date of transfer as set forth in Item c. above.
- 3. The Highway Administration will hereafter prepare a deed of conveyance for the Roadway as of the effective date of transfer as set forth in subsection 2(c) above to the County subject to the approval of the Board of Public Works of Maryland.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first written.

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Jimmy L. Howard

BY: Neil J. Pedraza
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 21 day of
Feb, 19 97

James F. Mahoney
Chief, Utility and Road
Conveyance Section SHC

Timothy P. Kenney
Assistant Attorney General

RECOMMENDED FOR APPROVAL

PRINCE GEORGES COUNTY, MARYLAND

BY: [Signature]
Deputy Chief Administrative
Officer

Approved as to form and legal
sufficiency this _____ day of
_____, 19 ____

Director of Public Works

Office of County Attorney

WITNESS:



Maryland Department of Transportation
State Highway Administration



David L. Winstead
Secretary
Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

WJ
2/25/97

February 25, 1997

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 25, 1997, between the State Highway Administration and Prince Georges County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The road transfer agreement will become effective upon completion and acceptance by the County of the proposed streetscape project.

State Highway Administration in Prince Georges County, Maryland

MD Route 211 (Sargent Road) - From M.P. 0.00 (D.C. Line) to M.P. 1.12 (Riggs Road), a total distance of 1.12+ miles

TOTAL MILEAGE: 1.12+ MILES

Item Number: 85548

Said agreement has previously been executed by the Deputy Chief Administrator's office - Prince Georges County and approved as to form and legal sufficiency by Assistant Attorney General, Michael P Kenney.

SNC:seb

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 17
To <i>BOB PORTER</i>	From <i>M. KNACHT</i>	
Co.	Co. <i>D-3</i>	
Dept.	Phone # <i>301-513-7807</i>	
Fax # <i>410-209-5023</i>	Fax #	

(55)

My telephone number is 545-2811

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-3250 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Physical Address: 707 North Calvert Street • Baltimore, Maryland 21202

S.H.A.

cc: Mr. M. R. Baxter Mr. R. Lipps
Mr. D. A. Bockenek Mr. K. McClelland
Mr. W. E. Brauer, III Mr. J. Miller
Mr. R. Burns Mr. A. Moore
Mr. A. M. Capizzi Mr. J. Muller
Mr. D. A. Clifford Mr. J. Mahorney
Mr. R. L. Daff, Sr. Mr. K. Nowak
Mr. R. D. Douglass Mr. E. T. Paulis
Mr. L. H. Ege, Jr. Mr. N. J. Pedersen
Mr. R. Fisher Mr. R. Ravenscroft
Mr. E. S. Freedman Mr. L. Schultz
Mr. D. German Mr. K. G. Shelton
Mr. G. Hadel Ms. L. Sigwart
Mr. T. Hicks Mr. D. Simmons
Mr. E. Homer Mr. D. L. Strausser
Mr. J. Kelly Mr. L. Swift
Mr. W. Kowalsky Mr. R. Tresselt
Mr. D. Weddle Mr. R. F. Williams

R/W Secretary File

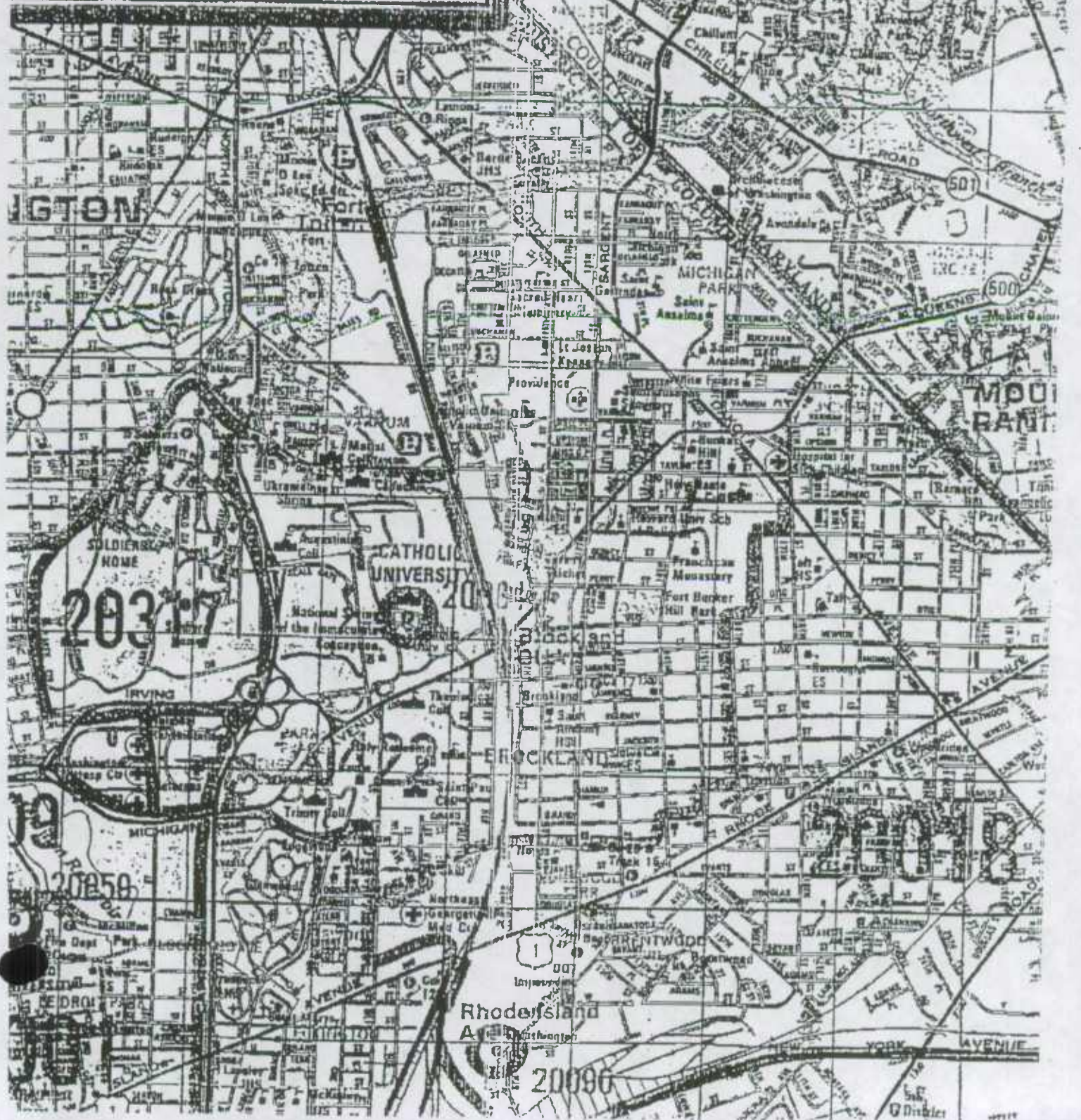
PRINCE GEORGES COUNTY

Deputy Chief Administrator's Office

RECEIVED
ROAD TRANSFER TO
PRINCE GEORGES COUNTY

MD Rte. 211 (Sargent Road)
From M.P. 0.009 (Riggs Road) to M.P. 1.12 (Riggs Road) MD Rte.
212, a Total Distance of 1.12 +
Miles, Total Mileage: 1.12 +
Miles

Item No. 85548



MEMORANDUM

TO: Neil J. Pedersen, Director
Office of Planning and
Preliminary Engineering

FROM: Michael R. Baxter, Manager
Data Support Team
Highway Information Services Division

DATE: August 12, 1996

SUBJECT: Van Dusen Road

This is in response to your recent inquiry concerning Van Dusen Road in Laurel. We have contacted Libby Reamer of the Office of Counsel and she has offered the following opinions:

- SHA either owns the underlying fee or has a highway easement.
- SHA has granted what could be considered a prescriptive easement to Prince George's County (and County to Laurel) for maintenance. We do not own the road and if Laurel won't maintain it, we could conceivably close the road to the public because of its state of disrepair. This would obviously be a policy decision with serious ramifications which could include public outcry and possibly landlocking some property owners.
- SHA should not enter into road transfer agreements without executing and delivering the deed concurrent and recording the deed.
- Legally, we have liability and could be sued as the underlying fee owner of the land under the road for damages or injuries occurring on the road.
- The decision to repair Van Dusen Road through SHA forces would be a call by yourself and Charlie Watkins. Consistency is important because other local governments will approach us with the same issues when their funds get short.

We have also been in contact with Kurt Oelmann of the Office of Real Estate. He stated that there are 505 cases dating back to the 1960's where maintenance has been transferred, but no deed was prepared. He also stated that up until 1992, there wasn't a push to prepare the deeds and that it will take his staff approximately three years to update all old cases.

Should you require additional information, please feel free to contact me.



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

UJF
7/11/96

JULY 9, 1996

Director, Neil J. Pedersen, of the Office of Planning and Preliminary Engineering executed a Maintenance Road Transfer Agreement dated June 20, 1996, between the State Highway Administration and Prince George's County, Maryland, relative to the transfer of the following described section of road and subject to the conditions more fully set forth in the Agreement.

Prince George's County, Maryland to the State Highway Administration

Existing Prince George's County Road numbered 0076 (Relocated Sheriff/Brightseat Road) from approximate station 1+60± at the intersection of Maryland Route 202 and Sheriff Road Relocated southerly to approximate station 7+50± along Brightseat Road and approximate station 18+00± along Sheriff Road as shown on SHA plats numbered 17736, 17737 and 34498, acquisition references are denoted on the plats.

ITEM NOS: 87731

TOTAL MILEAGE ALLOCATED: 0.40± mile

Sheriff Rd - MD 202D
BRIGHTSEAT Rd - MD 202E

The effective date of transfer and acceptance for maintenance to the State Highway Administration shall be the date of the Agreement, being June 20, 1996

Said Agreement has been executed by P. Michael Errico, Deputy Chief Administrative Officer, Prince George's County, Maryland and approved as to form and legal sufficiency on May 23, 1996 by Ms. Nancy L. Miller, Special Counsel.

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

MOA
July 9, 1996
Page Two

S.H.A.

cc:	Mr. M.R. Baxter	Mr. R. Lipps
	Mr. D.A. Bochenek	Mr. K. McClelland
	Mr. W.E. Brauer, III	Mr. J. Miller
	Mr. R. Burns	Mr. J. Mullen
	Mr. W. Butcher	Mr. K. Oelmann
	Mr. D.A. Clifford	Mr. E.T. Paulis, Jr.
	Ms. G. Courtney	Mr. N.J. Pedersen
	Mr. R.L. Daff, Sr.	Mr. R. Ravenscroft
	Mr. R.D. Douglass	Mr. L. Schultz
	Mr. L.H. Ege, Jr.	Mr. K.G. Shelton
	Mr. R.J. Finck	Mr. D. Siminons
	Mr. E.S. Freedman	Mr. G. Smith
	Mr. K. Hess	Ms. S.J. Strausser
	Mr. T. Hicks	Mr. L. Swift
	Ms. E. Homer	Mr. C. Watkins
	Mr. H. Kassoff	Mr. C. Wilson
	Mr. J. Kelly	R/W Secretary File
	Mr. J. S. Koehn	

Prince George's County, Maryland

P. Michael Errico, Deputy Chief Administrative Officer
Francis W. Winterwerp, Chief, R/W Division, OPM

MAINTENANCE TRANSFER AGREEMENT

THIS AGREEMENT, made this 20th day of June, 1996, by and between Prince Georges County, a political subdivision of the State of Maryland hereinafter referred to as "County", party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of second part.

WHEREAS, under authority contained in Transportation Article Section 8-304 of the Annotated Code of Maryland, the Highway Administration is empowered to agree to accept title to, jurisdiction over, or responsibility for the maintenance of any public road, or portion thereof, from the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to grant title to, jurisdiction over, or responsibility for the maintenance of said public road, or portion thereof, to the Highway Administration.

WHEREAS, the Highway Administration has agreed to accept jurisdiction over and responsibility for the maintenance of the hereinafter described section of road from the County and the Highway Administration has agreed to accept same as an integral part of the State highway system.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions set forth herein, the parties hereto agree as follows:

1. The Highway Administration does hereby accept from the County and the County does hereby grant to the Highway Administration jurisdiction over and responsibility for the maintenance of the following described section of highway and mileage as part of the Highway Administration's System, as follows and as shown on EXHIBIT A attached hereto and incorporated hereinafter collectively referred to as "Roadway":

Prince Georges County to S.H.A.:

Prince Georges County Road numbered 0076 (Relocated Sheriff/Brightseat Road) - From approximate station 1+60± at the intersection of MD Route 202 and Sheriff Road Relocated southerly to approximate station 7+50± along Brightseat Road and approximate station 18+00± along Sheriff Road as shown on SHA plats numbered 17736, 17737 and 34498, a distance of 0.40± mile. Acquisition references are denoted on the plats.

Additionally, the SHA will assume the maintenance for the completed improvements authorized by the Prince Georges County Public Works Permit numbered 72.059, which work was performed within the area of Dedication for Public Usage and can be found among the Land Records of Prince Georges County in Plat Books Liber NLP 145 Folio 38, Liber WWW 72 Folio 98 and Liber WWW 80 Folio 55.

2. Transfer of the jurisdiction over and responsibility for the maintenance of the Roadway is subject to the following conditions.:

- a. The effective date of this transfer to the Highway Administration shall be the date of this Agreement.
- b. This transfer to the Highway Administration is made on an "as-is" basis, including the existing rights-of-way, the existing condition of the Roadway and all appurtenances and bridge structures.
- c. The Highway Administration hereby accepts jurisdiction over and responsibility for the maintenance of the Roadway as of the effective date of transfer as set forth in Item a. above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first written.

RECOMMENDED FOR APPROVAL:

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Gail R. Jones

BY:

Neil J. Pedroni

Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 23RD day of
MAY, 1996

RECOMMENDED FOR APPROVAL:

Kurt Oelmann 5-23-96
Chief, Utility and Road
Conveyance Section

[Signature]
Assistant Attorney General

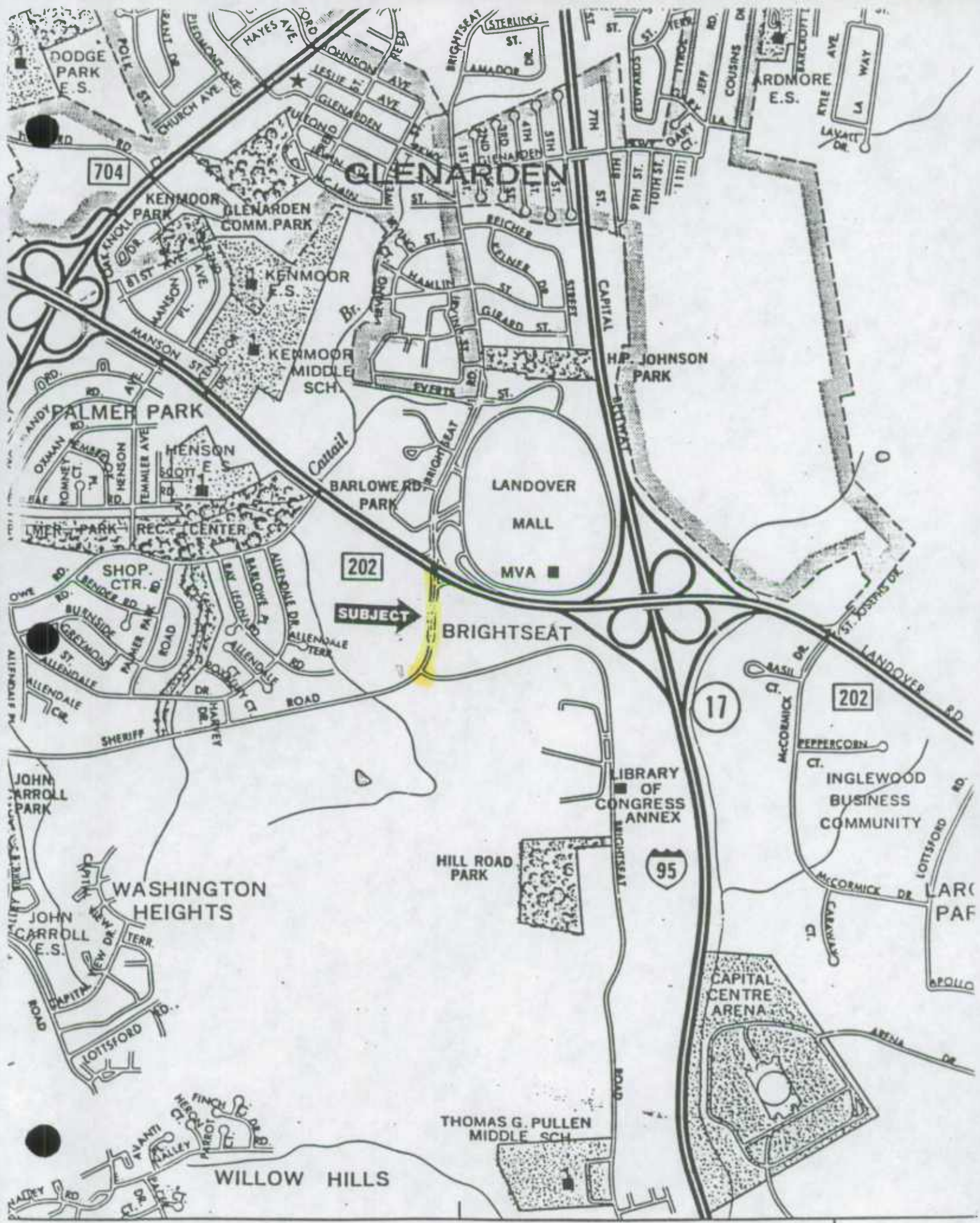
ATTEST:

PRINCE GEORGES COUNTY, MARYLAND

BY:

A handwritten signature in dark ink, appearing to read "P. Michael Errico", written over a horizontal line.

P. Michael Errico
Title: Deputy Chief
Administrative Officer



Delineation of Brightseat Road and Sheriff Road Road Transfer

Dated June 20, 1996

From Prince George's County to State Highway Administration

Memorandum of Action dated July 9, 1996

SHA Inventory Route CO 76, Brightseat Road MD 202 E

FROM: Maryland Route 202

TO: Southerly to its intersection with Sheriff Road, SHA Inventory Route CO 75.

DISTANCE: 0.20 mile

SHA Inventory Route CO 76, Brightseat Road MD 202 E

FROM: Its intersection with Sheriff Road

TO: A point 439 feet easterly.

DISTANCE: 0.08 mile

SHA Inventory Route CO 75, Sheriff Road MD 202 D

FROM: Its intersection with Brightseat Road

TO: A point 624 feet westerly.

DISTANCE: 0.12 mile

This information was compiled from the descriptions in the June 20, 1996 transfer agreement, SHA plats 17736, 17737 and 34498, and SHA inventories of County Routes 75 (Sheriff Road) and 76 (Brightseat Road). This document will be placed with the July 9, 1996 Memorandum of Action in the SHA Road Transfer File, Highway Information Services Division, State Highway Administration.



**Maryland Department of Transportation
State Highway Administration**

RECEIVED

OCT 31 1994

O. James Lighthizer
Secretary

Hal Kassoff
Administrator

**HIGHWAY INFORMATION
SERVICES DIVISION**

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

p/1

10/24/94

October 6, 1994

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated September 20, 1994, between the State Highway Administration and the City of Laurel, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in agreement.

1. State Highway Administration to the City of Laurel:

MD Route 216 between Gorman Avenue and Talbot Avenue, a total distance of 0.11± mile

MD Route 216 between Prince Georges Street and Main Street, a total distance of 0.10± mile

TOTAL MILEAGE: 0.21± MILE

Item No.: 85470

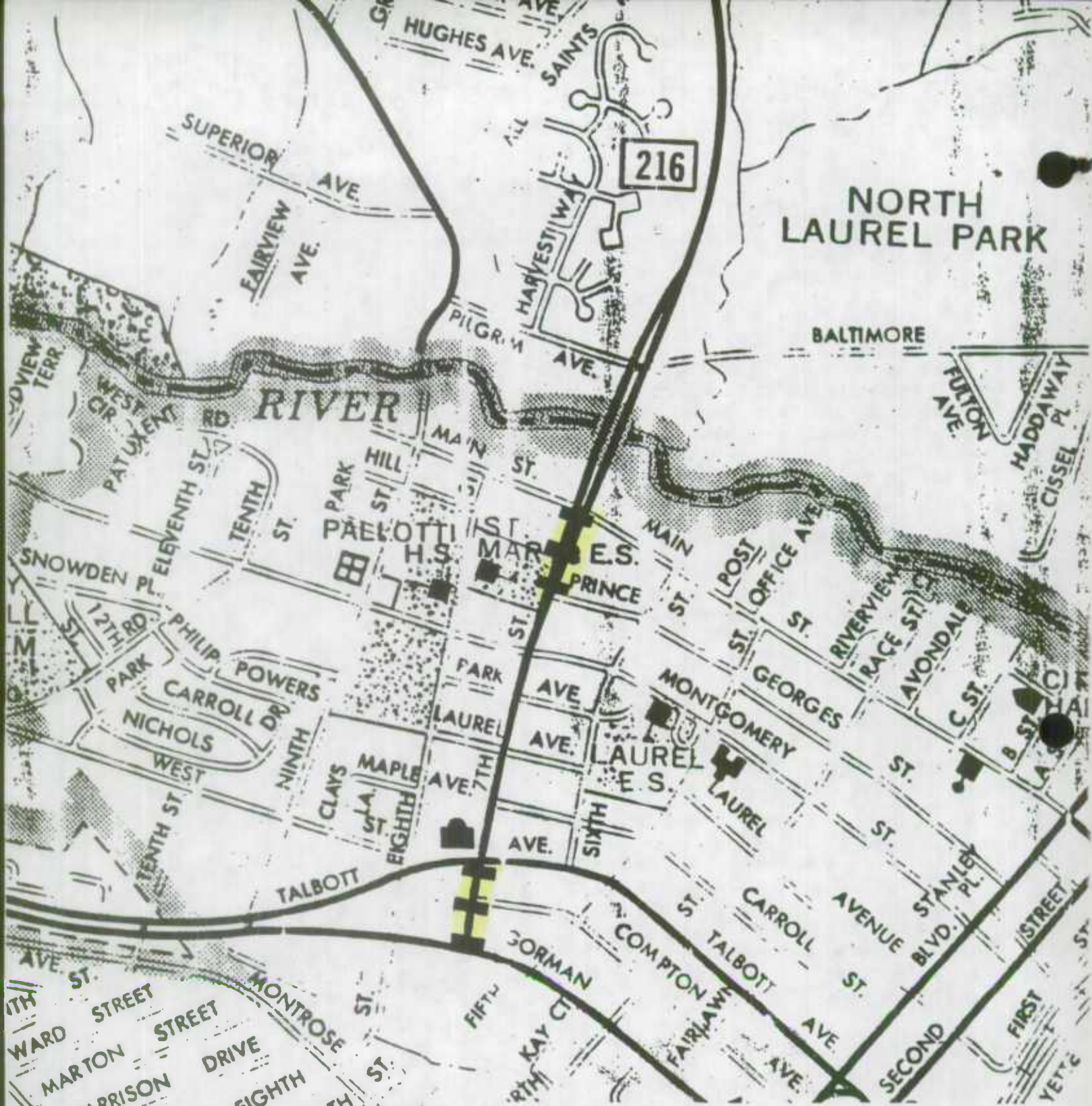
The effective date of transfer shall be the completion of improvements and acceptance by the State Highway Administration or the date of this agreement, whichever occurs last.

Said agreement had previously been executed by the Mayor of the City of Laurel and approved as to form and legal sufficiency by Assistant Attorney General, Nancy L. Miller.

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202



ASHFORD
ESTATES
LAUREL

LAL
SHOP
CEN

EXHIBIT "A"

ROAD TRANSFER
MD 216-SEVENTH STREET
LAUREL MD - PRINCE GEORGES COUNTY

SHA TO CITY OF LAUREL - SHOWN THUS: |||||

Memorandum of Action
October 6, 1994
Page 2

KO:RMP:cej

S.H.A.

cc: Mr. M. R. Baxter	Mr. R. Lipps
Mr. D. A. Bockenek	Mr. J. Miller
Mr. W. E. Brauer, III	Mr. C. Mills
Mr. A. M. Capizzi	Ms. A. Moore ✓
Mr. D. A. Clifford	Mr. J. Muller
Ms. G. Courtney	Mr. K. Oelmann
Mr. R. L. Daff, Sr.	Mr. C. R. Olsen
Mr. R. D. Douglass	Mr. E. T. Paulis, Jr.
Mr. L. H. Ege, Jr.	Mr. N. J. Pedersen
Mr. R. J. Finck	Mr. D. Ramsey
Mr. E. S. Freeman	Mr. R. Ravenscroft
Mr. T. Hicks	Mr. L. Schultz
Mr. E. Homer	Mr. K. G. Shelton
Mr. G. S. Jannetti	Mr. D. Simmons
Mr. H. Kassoff	Mr. D. J. Strausser
Mr. J. Kelly	Mr. L. Swift
Mr. J. S. Koehn	R/W Secretary File
Mr. J. O. Leyhe	

CITY OF LAUREL

Mr. Frank P. Casula, Mayor
Mr. Ernest J. Zaccanelli, City Administrator
Mr. James F. Mahler, City Solicitor
Mr. Martin A. Flemion, Director of Public Works



Maryland Department of Transportation
State Highway Administration

RECEIVED

APR 14 1994

O. James Lighthizer
Secretary

Hal Kassoff
Administrator

HIGHWAY INFORMATION

SERVICES DIVISION

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN *WJ 4/13/94*
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

April 7, 1994

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated January 12, 1994, between the State Highway Administration and Prince Georges County, Maryland, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

1. State Highway Administration to Prince Georges County:

C. 914 Tall Cedar Lane southeasterly from MD 223 Woodyard Road for a total distance of $63\pm$ feet) $0.012\pm$ mile. (*MD 223 H*)

C. 918 Clayton Lane southeasterly from MD 223 Woodyard Road for a total distance of $(150\pm)$ feet) $0.029\pm$ mile. (*MD 223 V*)

C. 919 Relocation of Marquis Lane southwesterly from Clayton Lane to existing Marquis Lane for a total distance of $(470\pm)$ feet) $0.089\pm$ mile. (*MD 223 C*)

C. 923 Access Road "A" from Md 223 Woodyard Road southwesterly to relocated Simpson Lane at Ballard Drive for a total distance of $(260.87\pm)$ feet) $0.049\pm$ mile. (*MD 223 D*)

C. 922 Ballard Drive southeasterly from Access Road "A" at relocated Simpson Lane a total distance of $(115.6\pm)$ feet) $0.022\pm$ mile. (*MD 223 E*)

C. 927 Relocated Simpson Lane southwesterly from Ballard Drive to existing Simpson Lane for a total distance of $(639.13\pm)$ feet) $0.121\pm$ mile. (*MD 223 F*)

C. 928 Access Road "B" southeasterly from MD 223 Woodyard Road to relocated Stuart Lane for a total distance of $(934.66\pm)$ feet) $0.177\pm$ mile. (*MD 223 G*)

C. 925 Relocated Stuart Lane southward from existing Stuart Lane to existing Stuart Lane (0.0009 mile north of Jordan Lane) for a total distance of $(600\pm)$ feet) $0.114\pm$ mile. (*MD 223 F + MD 223 G*)

Total Mileage: $0.613\pm$ mile

Item No.: 85462

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

RECEIVED

APR 14 1944

RESEARCH DIVISION
RESEARCH IN COOPERATION

MOA

April 7, 1994

Page 2

The effective date of transfer shall be on or before January 12, 1994.

Said agreement had previously been executed by Prince Georges County Officials and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

KO:RMP:cej

cc:	Mr. M. R. Baxter	Mr. L. D. Maddox, Jr.
	Mr. D. A. Bochenek	Mr. R. W. Martin
	Mr. W. E. Brauer III	Mr. J. Miller
	Mr. A. M. Capizzi	Mr. C. Mills
	Mr. D. A. Clifford	Mr. J. T. Neukam ✓
	Mr. G. Courtney	Mr. A. J. Nichols
	Mr. R. L. Daff, Sr.	Mr. K. Oelmann
	Mr. R. D. Douglass	Mr. C. R. Olsen
	Mr. L. H. Ege, Jr.	Mr. E. T. Paulis, Jr.
	Mr. P. M. Errico	Mr. N. J. Pedersen
	Mr. R. J. Finck	Mr. D. Ramsey
	Mr. E. S. Freedman	Mr. R. Ravenscroft
	Mr. T. Hicks	Mr. J. Ross
	Ms. E. Homer	Mr. L. Schultz
	Mr. G. S. Jannetti	Mr. K. G. Shelton
	Mr. H. Kassoff	Ms. D. J. Strausser
	Mr. J. Kelly	Mr. L. Swift
	Mr. J. S. Koehn	Mr. J. E. Thompson
	Mr. J. O. Leyhe	R/W Secretary File
	Mr. R. Lipps	



**Maryland Department of Transportation
State Highway Administration**

Jim - Azi

O. James Lighthizer
Secretary
Hal Kassoff
Administrator

May 20, 1993

Re: **MD Rte. 500**
Prince Georges County
Item Nos.: 72373-D/85467

RECEIVED

MAY 21 1993

**HIGHWAY INFORMATION
SERVICES DIVISION**

The Honorable Robert W. Werge, Mayor
Town of University Park
6724 Baltimore Avenue
University Park, Maryland 20782

Dear Mayor Werge:

In accordance with the attached copy of an agreement dated February 18, 1988, we are presenting a deed executed by the State Highway Administration and the Board of Public Works, conveying the subject right of way to the Town of University Park.

Please record this deed promptly and advise this office by using the enclosed stamped self-address post card of the date of recordation and the liber and folio.

Sincerely,

Kurt Oelmann, Chief
Easement and Road Conveyance Section

By: *Robert M. Pontier, Sr.*
Robert M. Pontier, Sr.
Right of Way Coordinator

KO:RMP:cej

Enclosure: Agreement and Deed with Plat and Construction Plan

cc: John Neukam ✓
Creston Mills
Richard Ravenscroft
James Mahorney
David Clifford

My telephone number is 333-1626

Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
707 North Calvert St., Baltimore, Maryland 21203-0717



RECEIVED

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR, HAL KASSOFF
FEBRUARY 5, 1993

MAR 12 1993
HIGHWAY INFORMATION
SERVICES DIVISION

* * * * *

Administrator Kassoff executed the following deed on February 5, 1993 which was previously approved as to form and legal sufficiency by the Office of Assistant Attorney General, by which the Administration conveys, Subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated, and more fully described in the deed:

<u>GRANTEE</u>	<u>CONVEYANCE</u>	<u>IN ACCORDANCE WITH</u>
The City of Greenbelt, Maryland 1100440	Ridge Road from Relocated Crescent Road to Ivy Lane. A total distance of 0.18 mile and relocated Crescent Road - from Maryland Rte. 201 (Edmonston Avenue) to Lake Park Drive. A total distance of \pm 0.21 mile. Item Nos.: 37760 and 50428 File No.: 72373-B	Transportation Article Title 304 and Agreement with City of Greenbelt dated <u>November 7,</u> <u>1983.</u>

cc: Ms. E.L. Homer
Mr. C.R. Olsen
Mr. C. Stickles (w/ copies of correspondence & deed)
Mr. P. J. Wiedefeld MDOT- Deed
Mr. K. Olemann (w/original deed)
Mr. J. T. Neukam
Mr. C. J. Mills
S.R.C. Secretary's File (w/original signed copy of deed)
S.R.C. Prince Georges County File (w/ correspondence)
S.R.C. Contract File

MARYLAND DEPARTMENT OF TRANSPORTATION
Office of Systems Planning & Evaluation

O. James Lighthizer
Secretary

Paul J. Wiedefeld
Director

03/10/93

MEMORANDUM

TO: S. Donald Sherin, Chief
Bureau of Consultant Services
State Highway Administration

FROM: Paul J. Wiedefeld, Director
Office of Systems Planning & Evaluation

SUBJECT: Board of Public Works Approval

Attached, for your information and files, is a copy of the Agenda item referenced below, which has been approved by the Secretary of the Department of Transportation and the Board of Public Works.

NAME: CITY OF GREENBELT MD

CONTRACT NUMBER: CONVEYANCE

PROPERTY LOCATION: ROAD TRANSFERS (2)

BPW DATE: 03/10/93 ITEM NUMBER: 19-RP

PJW:mls

Attachment

BUREAU OF CONSULTANT
SERVICES

93 MAR 11 PM 1:53

RECEIVED

BPW--03/10/93

DEPARTMENT OF TRANSPORTATIONACTION AGENDAREAL PROPERTY CONVEYANCEITEM: 19-RPSTATE HIGHWAY ADMINISTRATION:

Road Transfer to the City of Greenbelt consisting of two (2) segments:

1. Ridge Road from Relocated Crescent Road to Ivy Lane. A total distance of 0.18 mile.
2. Relocated Crescent Road from MD Route 201 (Edmonston Avenue) to Lake Park Drive. A total distance of ± 0.21 mile.

REFERENCE: Board of Public Works' approval is requested for a Conveyance Deed to the City of Greenbelt, MD.

SPECIAL CONDITIONS:

None

GRANTOR:

State of Maryland
State Highway Administration

GRANTEE:

The City of Greenbelt, Maryland

CONSIDERATION:

\$1.00

REMARKS:

Transfer of the two (2) road segments is being completed to comply with the terms of an agreement between the SHA and the City of Greenbelt dated November 7, 1983.

The Agreement was approved by Hal Kassoﬀ, Director of the Office of Planning and Preliminary Engineering on November 7, 1983.

CONTINUED

ITEM: 19-RP
Continued

BPW--03/10/93

The legal authority for Road Conveyance is found in the Transportation Article Section 8-304.

Deed has been forwarded to the Secretary, Board of Public Works for execution.

Board of Public Works Action - The above-mentioned Item was:

Approved

Disapproved

Deferred

Withdrawn

With Discussion

Without Discussion

Received

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

May 12, 1992

Director Pedersen, Office of Planning and Preliminary Engineering announced that construction of MD 410 extended, from MD 450 to Riverdale Road, has been completed, the highway has been signed, and it is open to traffic, in accordance with terms of Engineering Access Permit Number B-PG-3055-88. This permit was issued on November 25, 1988. This route should be identified as MD 410 on all maps and pertinent records of the State of Maryland.

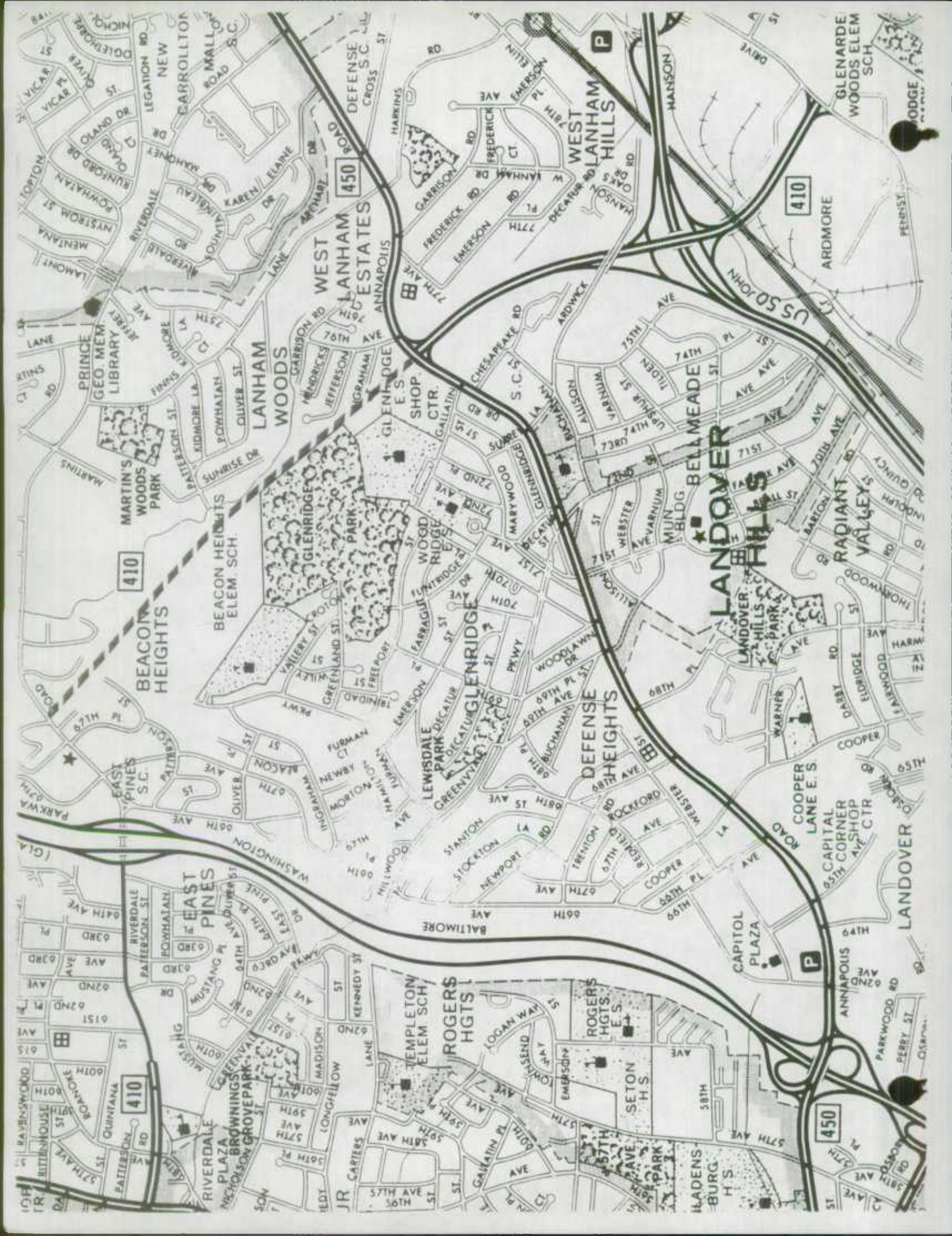
A map indicating the location of this segment of MD 410 is attached.

JH:jel

cc: Mr. M. R. Baxter
Mr. D. A. Bochenek
Mr. W. E. Brauer, III
Mr. J. D. Bruck
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. J. M. Contestabile
Mr. R. L. Daff, Sr.
Mr. R. C. Davison
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. W. E. Ensor
Mr. R. J. Finck
Mr. E. S. Freedman
Mr. T. Hicks
Mr. E. Homer
Mr. G. S. Jannetti
Mr. H. Kassoff
Ms. J. Kelly
Mr. R. A. Kochen
Mr. J. S. Koehn
Mr. R. Lipps
Mr. J. Miller

Mr. C. J. Mills, Jr.
Mr. J. T. Neukam
Mr. K. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. P. E. Perkins
Mr. R. M. Ravenscroft
Mr. L. Schultz
Mr. K. G. Shelton
Mr. P. Stout
Mr. D. J. Strausser
Mr. J. Thompson
Mr. J. E. Warnick
Mr. C. W. Wilson
Secretary's File

Director of Public Works,
Prince Georges County
Planning & Zoning Commission,
Prince Georges County



MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
WEDNESDAY, OCTOBER 23, 1991

* * * *

Administrator Kassoff executed the following deed, on October 23, 1991, which was previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

<u>Grantees</u>	<u>Conveyance</u>	<u>In accordance with</u>
Prince Georges County, Maryland	MD Rte. 434 (Berwyn Road 57th Ave., and) Pontiac Street) from 54th Ave. Easterly to MD Rte. 201 (Kenilworth Ave.) excluding Structure #16072 over Indian Creek. A total distance of 0.97 mile ± Item No. 72373-E (P-115)	The Transportation Article Section 8-304

WS/gsd
Copy:

Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. C. J. Mills, Jr.
Mr. J. F. Mahorney (2 copies)
Mr. J. T. Neukam ✓
SRC-Secretary's File (w/ deed)
SRC-Prince Georges County File (w/ correspondence)
Cont. No. P-115

RECEIVED

OCT 24 1991

HIGHWAY INFORMATION
SERVICES DIVISION

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

February 14, 1991

In accordance with the terms of an agreement dated June 18, 1987 between the State Highway Administration and Prince Georges County, the following road transfer is hereby made effective immediately:

State Highway Administration to Prince Georges County

CO
5198,
5199
Bowie Road (formerly a portion of MD 197) from Jericho Park Road southerly to MD 564 (9th Street), a total distance of 1.82+ miles.

Prince Georges County to State Highway Administration

Jericho Park Road (formerly portions of Co. 48 and Co. 4458) from Bowie Road southeasterly to 0.16+ miles south of structure #16214 over AMTRAK, including said structure, a total distance of 1.80+ miles.

Jericho Park Road shall be designated as MD 197 as shown on the accompanying map.

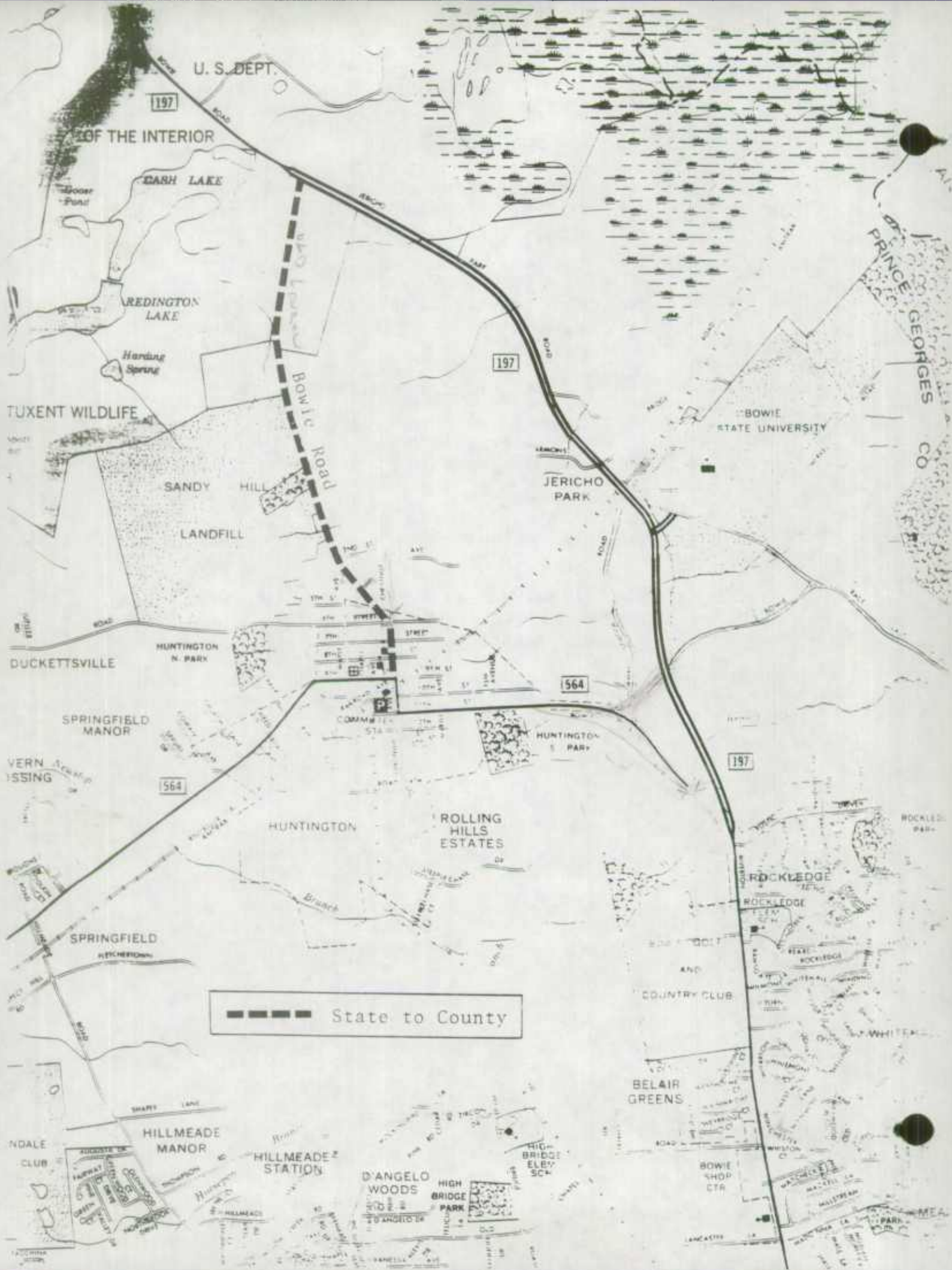
The remnant portion of former MD 197 (11th Street and Bowie Road) east of the Bowie Road/MD 564 intersection shall be redesignated as MD 564 as shown on the accompanying map.

Said agreement had previously been executed by the Deputy Chief Administrative Officer of Prince Georges County and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

JH:ed
Attachment

Mr. H. Kassoff
Ms. E. Homer
Mr. C. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. J. Mills, Jr.
Mr. J. Warnick
Mr. C. W. Wilson
Mr. R. W. Ravenscroft
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg

Mr. D. Clifford
Mr. J. Contestible
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓ Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. W. E. Brauer
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz
Department of Public Works
and Transportation,
Prince Georges County
Board of Zoning Appeals,
Prince Georges County



MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

April 12, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective April 9, 1990, between the State Highway Administration and the Town of Berwyn Heights, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Berwyn Heights

MD 434 (Berwyn Road, 57th Avenue, and Pontiac Street) from 54th Avenue easterly to MD 201 (Kenilworth Avenue), excluding structure #16072 over Indian Creek, a total distance of 0.97+ miles.

Said agreement had previously been executed by the Mayor and Town Council of Berwyn Heights, Maryland and approved as to form and legal sufficiency by Assistant Attorney General Edward H. Harris.

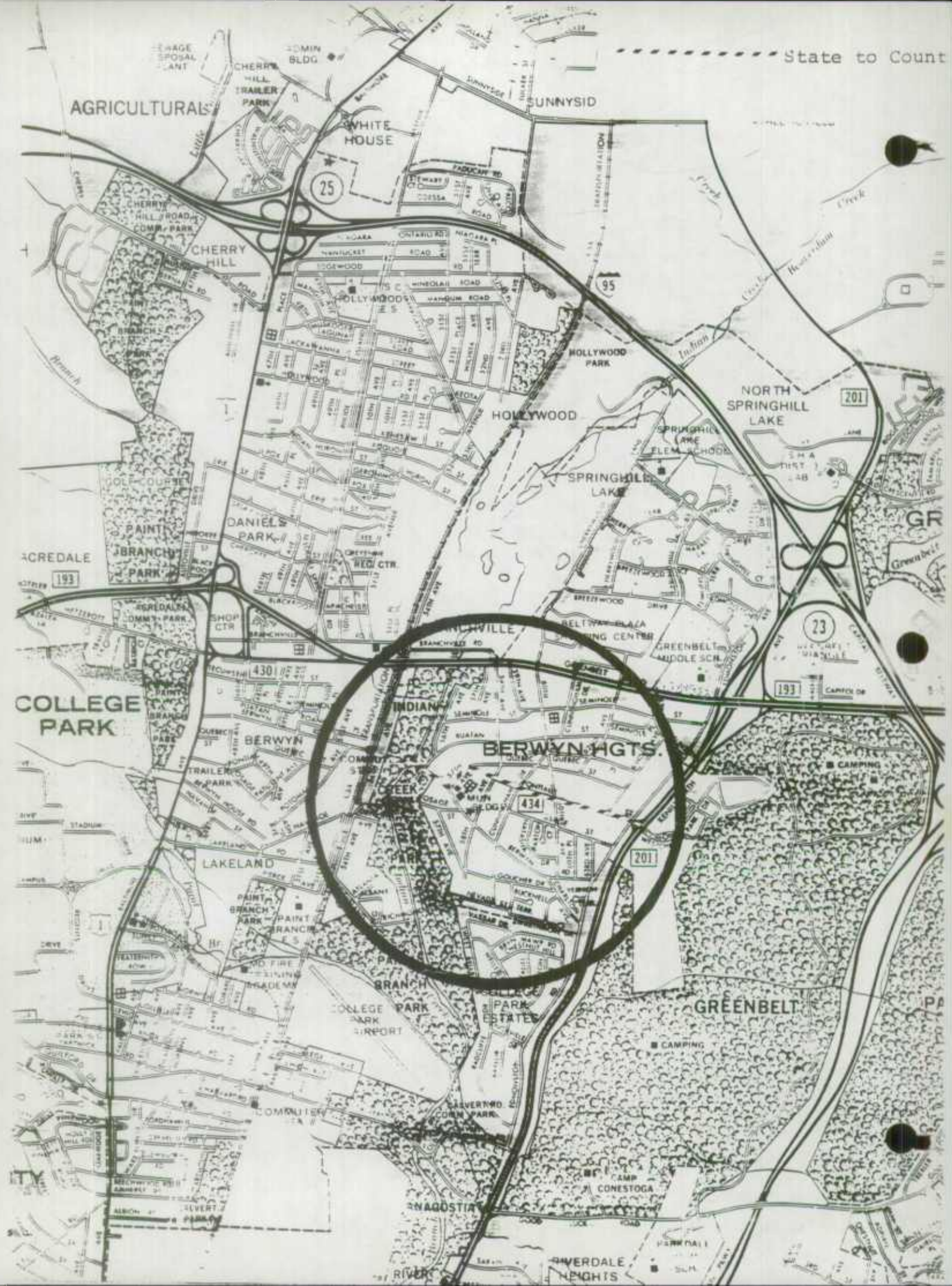
A map indicating the roads being transferred is attached.

JH:jel

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. J. Mills
Mr. C. W. Wilson
Mr. J. E. Warnick
Mr. R. M. Ravenscroft
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. A. Clifford
Mr. C. Rose

Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓ Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works,
Prince Georges County
Planning & Zoning Committee,
Prince Georges County



State to County

AGRICULTURAL

WHITE HOUSE

SUNNYSID

CHERRY HILL

HOLLYWOOD

NORTH SPRINGHILL LAKE

ACREDALE

COLLEGE PARK

BERWYN HGTS.

GREENBELT

ITY

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

January 8, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated September 22, 1988, between the State Highway Administration and the Town of Riverdale, Maryland relative to the transfer of the following described section of highway and subject to road improvements more fully set forth in the agreement.

By notification from District Engineer Creston Mills, the specified road improvements have been completed by the Administration. Under the terms and conditions set forth in the agreement, the following described roadway becomes the property and responsibility of the Town of Riverdale, effective December 1, 1989.

State Highway Administration to Riverdale

MD 412A (Riverdale Road) from MD 201 (Kenilworth Avenue) westerly to Lafayette Avenue, excluding the structure (#16069) over the Anacostia River, a total distance of 0.85+ miles.

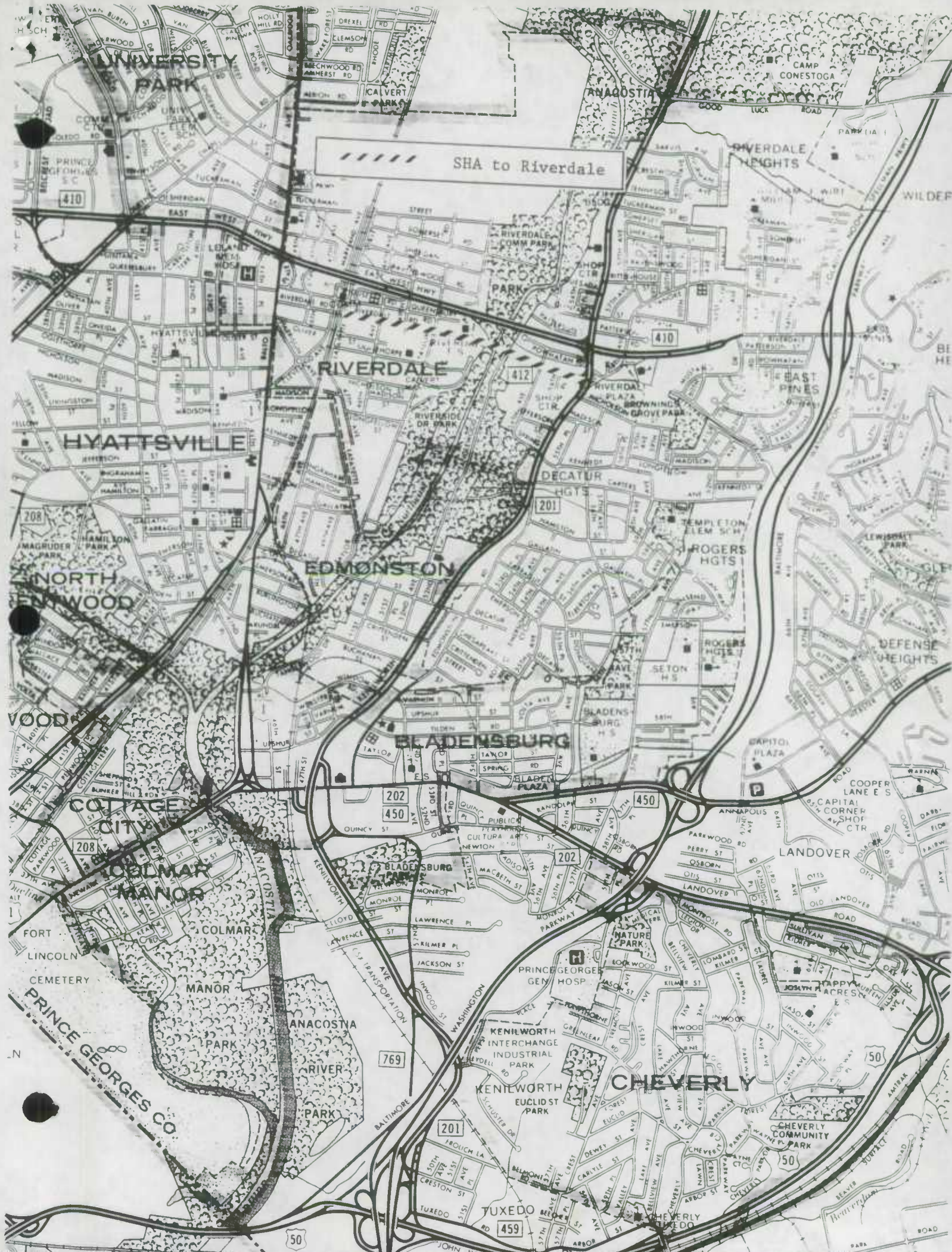
Said agreement had previously been executed by the Mayor and Common Council of Riverdale, Maryland and approved as to form and legal sufficiency by Assistant Attorney General Nolan Rogers.

JTN:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. Mills
Mr. C. Wilson
Mr. E. J. Wresinski
Mr. R. M. Ravenscroft
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. A. Clifford
Mr. C. Rose
Mr. A. M. Capizzi
Mr. T. Watts

Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓ Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works,
Prince Georges County
Office of Planning & Zoning,
Prince Georges County
Director of Public Works,
Riverdale





*Maryland Department of Transportation
State Highway Administration*

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

July 24, 1989

MEMORANDUM

TO: All Responsibility Centers
FROM: Hal Kassoff *HK*
Administrator
SUBJECT: Redesignating US 50/I-68
as US 50/I-595

The I-68 designation for US 50 will be changed shortly to I-595. While it is premature to use I-595, please discontinue use of any reference to I-68 on US 50.

Use the US 50 designation, which will likely remain as the principle route number. When the route designation becomes official, a Memorandum of Action from the Office of Planning and Preliminary Engineering will be issued.

HK:jed

My telephone number is (301) 333-1111



OFFICE OF
THE ADMINISTRATOR

IS 63 NOV IS 595
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

ADH-MD
JUL 2 1990

May 17, 1989

INFORMATION
DIVISION

IN REPLY REFER TO:

Mr. Francis B. Francois
Executive Director
American Association of State Highway
and Transportation Officials
Washington, D.C. 20001

HPN-12

Dear Mr. Francois:

In response to your May 2 letter, the following are the Federal Highway Administration's (FHWA's) comments on Interstate route number changes in several States.

Alabama - Elimination of Interstate Route Number 210

Concur.

We note that the elimination of the I-210 route number was approved by the FHWA on April 19. The approval was in conjunction with a revision decreasing the length of I-210 that previously connected I-10 to I-65. The remaining route segment only connects with I-65. Therefore, the I-210 designation is no longer appropriate for the remaining spur route.

Alabama - Establishment of Interstate Route Number 165

Concur.

When the I-210 route number was approved for elimination on April 19, the FHWA also approved the assignment of I-165 to the remaining length. It is now a spur route that connects to I-65. The three-digit number is appropriate.

Indiana - Establishment of Interstate Route Number 469

Concur, subject to FHWA approval as a part of the Interstate System.

The proposed I-469 bypass route around Fort Wayne is not presently on the approved Interstate System. The State is in the process of preparing a submission for the FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-469 number.

Maryland - Elimination of Interstate Route Number 68 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

We note the FHWA previously concurred in the I-68 route number on June 18, 1982. The State now wishes to revise the number to I-595. The route functions as a spur route from I-95 east of Washington, D.C., to MD 70 north of Annapolis, Maryland. A three-digit spur route designation would be appropriate. Also, the States of Maryland and West Virginia plan to reassign the I-68 number to a segment of US 48 between I-70, Hancock, Maryland, and I-79, Morgantown, West Virginia.

Maryland - Establishment of Interstate Route Number 595 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

The establishment of I-595 is in conjunction with the elimination of the I-68 designation on this route segment discussed above.

Maryland - Establishment of Interstate Route Number 68 (segment between I-70, Hancock, and West Virginia State line)

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-70, Hancock, Maryland, and the West Virginia State line is not presently on the Interstate System.

The State is in the process of preparing a submission for FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-68 number. West Virginia is also preparing a similar submission for FHWA's action on the segment of proposed I-68 in West Virginia between I-79, Morgantown, and the Maryland State line. The segment in West Virginia is discussed below.

Massachusetts - Relocation of Interstate Route Number 95

Concur.

We note this request is to document the routing of I-95 through the complex interchange area in Peabody involving US 1 and SR 128. The interchange was previously approved by the FHWA and we agree with the State's routing.

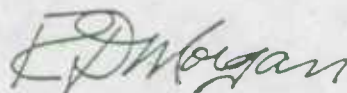
West Virginia - Establishment of Interstate Route Number 68

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-79, Morgantown, and the Maryland State line is not presently on the Interstate System. The State is in the process of preparing a submission for FHWA action. As noted above, Maryland is also preparing a submission for the connecting segment of proposed I-68 in Maryland. If both segments are approved by the FHWA as Interstate System additions, we would not object to the I-68 number.

We appreciate the opportunity to express our comments and hope they will be helpful to the Route Numbering Committee in its deliberations. Please advise us of the actions taken by the Committee.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "R. D. Morgan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

R. D. Morgan
Executive Director

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, SEPTEMBER 13, 1988

* * *

RECEIVED

SEP 15 1988

BUREAU OF HIGHWAY
STATISTICS

Administrator Kassoff executed the following deed dated September 13, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee

Prince George's
County

Conveyance

003433
Sweitzer Lane from Sandy Spring Rd.
(Md. Rte. 198) to road end, a total
distance of 0.26+ Mile. Project
P-799-002-323, File 72373-A.

In Accordance With

Conveyance of State
road to the County.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. M. Snyder
Mr. J. F. Glover
Mr. J. T. Neukam ✓
Secretary's File
Proj. P-799-002-323

EX-112

SEP 14 1961

U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.



**Maryland Department of Transportation
State Highway Administration**

*Copy - Swift-fyi-f
- Barker-fyi- Vtransfer*

Richard H. Trainor
Secretary

Hal Kassoff
Administrator

May 24, 1988

ROAD TRANSFER TO PRINCE GEORGES COUNTY
Md. Rte. 556-A from Md. Rte. 556 at
Chesterton Drive northerly to road end;
Md. Rte. 556 (Enterprise Rd.) from
Watkins Park Drive northerly to
Chesterton Drive; Md. Rte. 556
(Chesterton Drive) from Md. Rte. 556-A
at Enterprise Rd. easterly to Watkins
Park Drive; total distance of 1.07 miles
File No.: 72373-C

Mr. Francis Winterwerp, Chief
Right-of-Way Division
Prince Georges County
Room 3008
County Administration Building
Upper Marlboro, Maryland 20772

RECEIVED

MAY 26 1988

BUREAU OF HIGHWAY
STATISTICS

Dear Mr. Winterwerp:

Enclosed for recordation among the Land Records of Prince Georges County is a fully executed deed conveying the captioned roads from the SHA to the County, in accordance with an agreement dated June 18, 1987 (attached).

As grantee, it is the County's responsibility to record the deed.

Please notify me as to date, liber and folio when above is accomplished.

Thank you for your cooperation.

Very truly yours,

Kurt Oelmann, Chief
Special Acquisitions Section

by:

[Signature]
Robert B. Deyo
Right-of-Way Agent

KO/RBD/ee

cc: Mr. John T. Neukam
Mr. Richard Ravenscroft

My telephone number is (301) 333-1631

RECEIVED

NOV 19 1938

DEPT OF AGRICULTURE
WASHINGTON

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, MARCH 17, 1988

* * *

Administrator Kassoff executed the following road transfer deed dated March 17, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

<u>GRANTEE</u>	<u>CONVEYANCE</u>	<u>IN ACCORDANCE WITH</u>
Prince George's County	MD Rte. 556-A from MD Rte. 556 at Chesterton Drive northerly to road end; MD Rte. 556 (Enterprise RD) from Watkins Park Drive northerly to Chesterton Drive; MD Rte. 556 (Chesterton Drive) from MD Rte. 556-A at Enterprise RD easterly to Watkins Park Dr.; total distance of 1.07 miles, File No. 72373-C.	Real Property Conveyance <i>* Transfer Letter June 19, 1987</i>

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. M. Snyder
Mr. R. B. Deyo
Mr. T. J. Neukam
Mr. R. A. Conway
Secretary's File
Prince George's County File

RECEIVED

APR 22 1988

BUREAU OF HIGHWAY
STATISTICS

RECEIVED

APR 25 1971

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, APRIL 11, 1988
* * *

Administrator Kassoff executed the following deed dated April 11, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

<u>Grantee</u>	<u>Conveyance</u>	<u>In Accordance With</u>
Berman Enterprises Ltd. Partnership	0.44 A. excess land located in SE quadrant of intersection of US Rte. 1 (Laurel By-pass) & EB ramp of Md. Rte. 198 (Fort Meade Rd.), also portion of <u>relocated Gorman Ave.</u> ; former prop. of A.J. Beaupre, Item 12428, & Wm. Stanley Heirs, Item 10624, Proj. P-762-007-371.	Purchased by adjoining owner.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Ms. C. C. Tucker
Mr. J. F. Mahorney (2)
Mr. M. Snyder
Mr. J. T. Neukam
Mr. R. A. Conway
Secretary's File
Project P-762-007-371

RECEIVED

APR 15 1988

BUREAU OF HIGHWAY
STATISTICS



MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, FEBRUARY 25, 1988

* * *

Administrator Kassoff executed the following deed dated February 25, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

GRANTEE

CONVEYANCE

IN ACCORDANCE WITH

Wayne A. Bowie

Geo. N. Palmer Hwy. (MD
Rte. 704) Seat Pleasant
towards Landover RD (MD
Rte. 202), 0.041⁺ A.
excess land; former prop.
Kentland Inc. (Item 56653)
Proj. P-737-015-326.

Standard Conveyance Deed

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. R. J. Finck
Mr. C. Stickles
Mr. R. A. Conway
Mr. M. Snyder
Mr. J. F. Mahorney
Secretary's File
Project P-737-015-326

RECEIVED

APR 18 1988

BUREAU OF HIGHWAY
STATISTICS

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

February 19, 1988

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 18, 1988, between the State Highway Administration and the Town of University Park, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Town of University Park

MD 500 (Queens Chapel Road) from MD 410 northerly to US 1, including bridge #16212 carrying MD 500 over a branch of Northeast Branch, a total distance of 0.73+ miles.

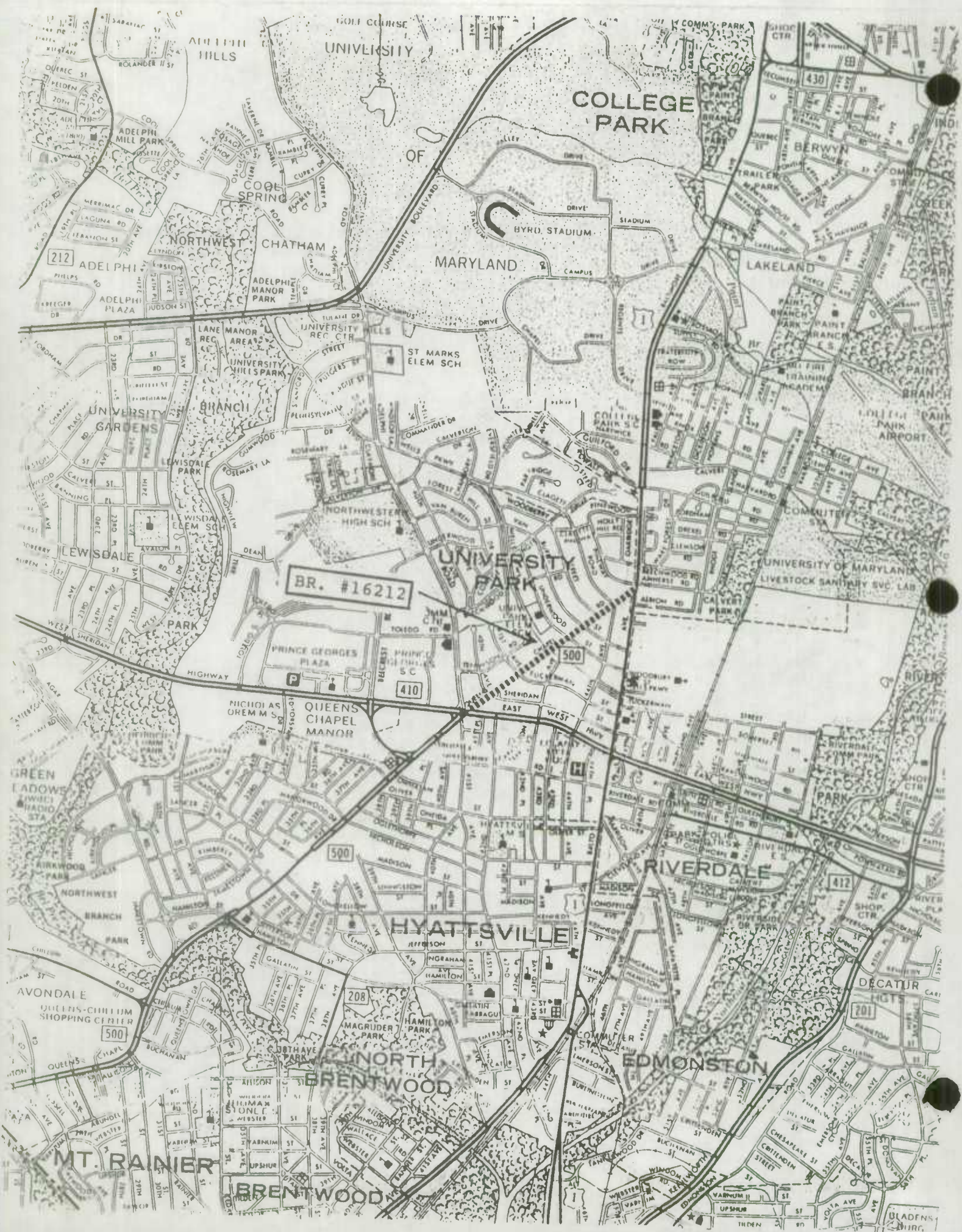
Municipal Route 0105

Said agreement had previously been executed by the Mayor of University Park and approved as to form and legal sufficiency by Assistant Attorney General Nolan H. Rogers.

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. M. Snyder
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. C. W. Wilson
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter ✓

Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. E. J. Wrzesinski
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Mayor of University Park
Prince Georges County:
Department of Public Works
and Transportation
Board of Zoning Appeals
KJP



MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 19, 1987

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated June 18, 1987, between the State Highway Administration and Prince George's County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Prince George's County

MD 197 (Bowie Road) from Jericho Park Road (Co. #48) southeasterly to MD 564 (9th Street), a total distance of \pm 1.82 miles.

See next page

Prince George's County to State Highway Administration

Jericho Park Road (Co. #48) from MD 197 (Laurel-Bowie Road) to New Jericho Park Road (Co. #4458), a total distance of \pm 1.27 miles.

New Jericho Park Road (Co. #4458) from Jericho Park Road (Co. #48) to \pm 0.18 miles south of Jericho Park Road (Co. #4457) including structure #16214 over AMTRAK, a total distance of \pm 0.53 miles.

Said agreement had previously been executed by the Deputy Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. M. Snyder
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. C. W. Wilson
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. K. V. Dodson

Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. E. J. Wrzesinski
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 19, 1987

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated June 18, 1987, between the State Highway Administration and Prince George's County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Prince George's County

MD 197 (Bowie Road) from Jericho Park Road (Co. #48) south-easterly to MD 564 (9th St) a total distance of ± 1.82 miles.

Prince George's County

Jericho Park Road to New Jericho Park Road (Jericho-Bowie Road) a total distance of ± 1.27 miles.

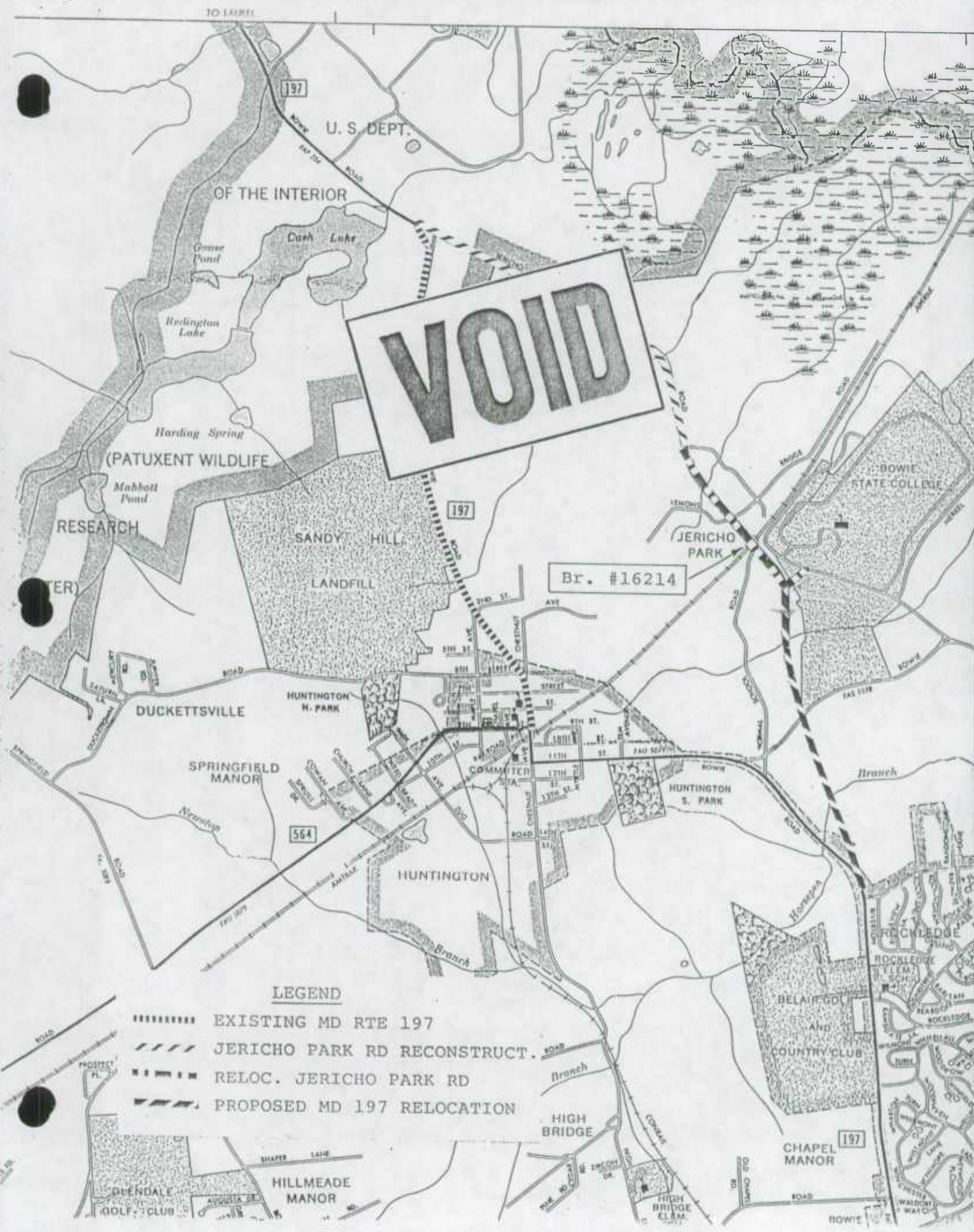
New Jericho Park Road (Co. #4458) from Jericho Park Road (Co. #48) to ± 0.18 miles south of Jericho Park Road (Co. #4457) including structure #16214 over AMTRAK, a total distance of ± 0.53 miles.

Said agreement had previously been executed by the Deputy Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. M. Snyder
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. C. W. Wilson
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. K. V. Dodson

Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. E. J. Wrzesinski
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith





**Maryland Department of Transportation
State Highway Administration**

RICHARD H. TRAINOR
Secretary

HAL KASSOFF
Administrator

June 25, 1987

M E M O R A N D U M

To: Distribution List

From: John T. Neukam, Chief
Bureau of Highway Statistics

Subject: MD 197 & Jericho Park Road Transfer
Prince George's County

On June 19th this bureau issued the attached Memorandum of Action by Neil J. Pedersen. (see attachment)

The transfer of the referenced roads is effective upon the completion of major reconstruction work to Jericho Park Road. Notification of the pending road transfer was premature and will be re-issued at the appropriate time.

Please replace in your records the June 19th Memorandum previously issued with the "VOID" copy attached.

We regret any inconvenience caused by this action. Should you have any questions or require additional information, please do not hesitate to contact this office.

by:


A. Thomas Landon, Jr., Chief
Planning Services Unit

ATL:ELD
Attachment

My telephone number is 333-1369

THIS AGREEMENT, made this 18th day of June, 1987,
by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first, and Prince George's County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under the authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over, and responsibility for, the maintenance of any State highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over, and responsibility for, the maintenance of any County or municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance.

WHEREAS, it is the desire of the "Highway Administration" to relocate Maryland Route 197 (Bowie Road) from Rustic Hill Drive to New Jericho Park Road (County #4458).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County", and the "County" does hereby accept from the "Highway Administration" jurisdiction over, and responsibility for, the maintenance of the following described section of State highway for maintenance purposes as part of the County Highway System:

Maryland Route 197 (Bowie Road) from Jericho Park Road (Co. #48), southeasterly to Maryland Route 564 (9th Street), a total distance of ± 1.82 miles.

IT IS FURTHER UNDERSTOOD AND AGREED, that in consideration of the foregoing, the "County" does hereby transfer unto the "Highway Administration," and the "Highway Administration" does hereby accept from the "County" jurisdiction over, and responsibility for, the maintenance of the following

Approved
Administrative Review
Commissioner 7/1/87
hans

P. 297 - 301-382
- 040-

described sections of County highway for maintenance purposes as part of the State Highway System:

1. Jericho Park Road (Co. #48) from Maryland Route 197 (Laurel-Bowie Road) to New Jericho Park Road (Co. #4458), a total distance of + 1.27 miles.
2. New Jericho Park Road (Co. #4458) from Jericho Park Road (Co. #48) to + 0.18 miles south of Jericho Park Road (Co. #4457) including Structure #16214 over the Amtrak, a total distance of + 0.53 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the foregoing sections of State/County highway are subject to the following conditions:

1. The effective date of transfer shall be upon completion of the rehabilitation of Jericho Park Road (Co. #48) as defined in the May 20, 1986 letter agreement between the "County" and the "Highway Administration".
2. The foregoing mileages will be included/excluded from the "County" inventory as of December 1st of the year following the date as set forth in Item #1 above.
3. The basis for the allocation of funds will exclude the + 1.80 miles and include the + 1.82 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item #2 above.
4. The transfer of said roads is made on an "as-is" basis, which pertains to the existing rights-of-way and including all appurtenances and the proposed improvements.
5. The "County/Highway Administration" accept jurisdiction over and responsibility for the maintenance, repair, construction, and reconstruction of said roads as of the effective date of transfer as set forth in Item #1 above.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" constructed highway to the "County," subject to the approval of the Board of Public Works of Maryland.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the "County" will hereafter prepare a deed of conveyance for the above described sections of County-maintained highway to the "Highway Administration".

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first written.

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

John T. Buchanan
Chief, Bureau of Highway Statistics

By: Neil J. Pedersen
Director, Office of Planning
and Preliminary Engineering

WITNESS:

Dorothy J. D. Lamb

Approved as to form and legal
sufficiency this 17th day of
October, 1986

Jeon Wilkins
Assistant Attorney General

PRINCE GEORGE'S COUNTY, MARYLAND

RECOMMENDED FOR APPROVAL:

James E. Schaefer
Director, Department of
Public Works

By: Bo Long
Deputy Chief Adm. Officer

WITNESS:

Erma Guyman

Approved as to form and legal
sufficiency this 19th day of
May, 1987

Tonia G. Butler
Assistant County Attorney

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 19, 1987

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated June 18, 1987, between the State Highway Administration and Prince George's County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Prince George's County

- Co. 4827 { MD 556A from MD 556 at Chesterton Drive northerly to road end, a total distance of ± 0.09 miles.
- Part 4 { MD 556 (Enterprise Road) from Watkins Park Drive northerly to Chesterton Drive, a total distance of ± 0.84 miles.
- Co. 3574 { MD 556 (Chesterton Drive) from MD 556A at Enterprise Road easterly to Watkins Park Drive, a total distance of ± 0.14 miles.

Prince George's County to State Highway Administration

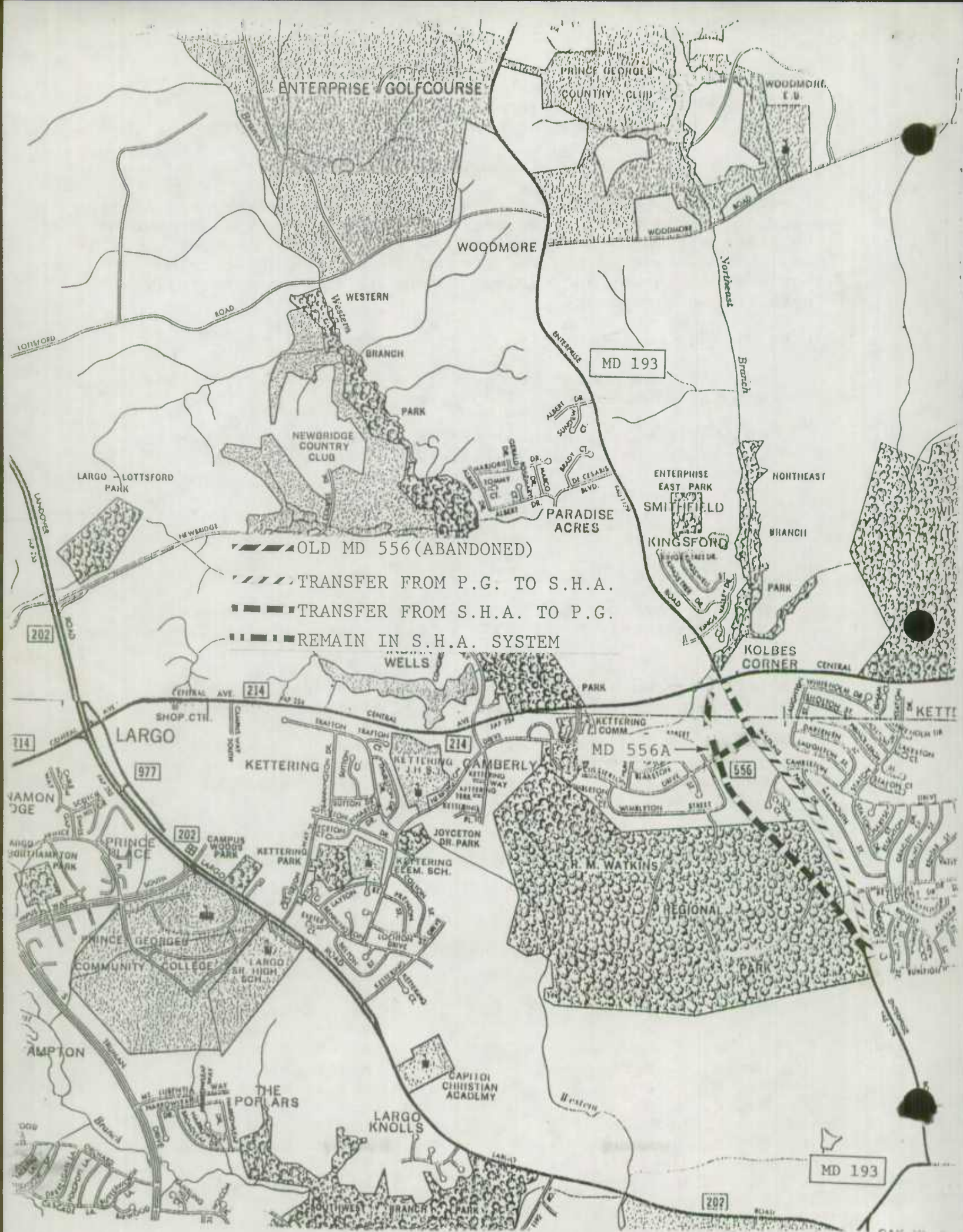
- Part 4 { Watkins Park Drive (Co. #3845) from MD 556 at Chesterton Drive southerly to MD 556, a total distance of ± 0.86 miles.
- MD 193

Director Pedersen has also approved the designation of MD 556 from MD 202 north to MD 214 as MD 193, effective immediately.

Said agreement had previously been executed by the Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

ATL:ELD

cc:	Mr. H. Kassoff	Secretary's File
	Mr. J. Agro	✓ Mr. P. E. Becker
	Mr. B. B. Myers	Mr. E. S. Freedman
	Mr. J. M. Welsh	Mr. P. E. Perkins
	Mr. E. M. Loskot	Mr. G. V. Kolberg
	Mr. N. J. Pedersen	Mr. R. Daff
	Mr. J. T. Neukam	Mr. T. Watts
	Mr. M. Snyder	Mr. T. Hicks
	Mr. R. J. Finck	Mr. C. Lee
	Mr. J. L. White	Mr. A. M. Capizzi
	Mr. R. C. Davison	Mr. R. C. Pazourek
	Ms. R. W. Byron	Mr. R. Weaver
	Mr. W. E. Ensor	Mr. E. J. Wrzesinski
	Mr. C. W. Wilson	Mr. J. S. Koehn
	Mr. L. Brocato	Mr. J. Shea
	Mr. E. Chambers	Mr. M. Munk
	Mr. L. Ege	Mr. K. Oelmann
	Mr. K. V. Dodson	Mr. W. R. Smith



Mr. W. K. Hellmann-Secretary, MDOT-w/encl.

Mr. H. Kassoﬀ-w/encl.

Mr. J. A. Agro, Jr.-w/encl.

Mr. G. E. Dailey-w/encl.

Mr. J. J. Cahill-w/encl.

Mr. N. Pedersen-w/encl.

Ms. G. Seward-w/encl.

Mr. N. Rogers-w/encl.

RECEIVED

MAY 28 1985

BUREAU OF HIGHWAY
STATISTICS

May 17, 1985

Woodrow Wilson Memorial
Bridge - Agreement for the
Ownership, Maintenance
Operation and Rehabilitation

Mr. Hal Kassoﬀ
State Highway Administrator
State Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

Structure # 16173
already coded in
our records

Dear Mr. Kassoﬀ:

Forwarded herewith is a fully executed copy of the subject
agreement.

On behalf of the Federal Highway Administration, I wish to
express our appreciation and thanks for your cooperation in
getting the agreement drawn up and executed.

Sincerely yours,

E. ELINSKY

Emil Elinsky
Division Administrator

Enclosure

cc:
George Turner, HRA-03
Frank Locke, HRC-03
W. Hellmann, MDOT

E.Elinsky:jeh 5/17/85 J9:36

RECEIVED

MAY 27 1985

DIRECTOR, OFFICE OF
PLANNING & PRELIMINARY ENGINEERING

Mr. W. I. Slacum-w/encl.-original For your information and file.
JAA 5/24/85

Mr. M. Snyder-w/encl.-
Mr. E. S. Freedman-w/encl.-

For your information and review. Your
special attention is directed to
Section 2.

GED 5/24/85

Woodrow Wilson
Agreement 1985

Mr. W. K. Hellmann-Secretary, MDOT-w/encl.

Mr. H. Kassoff-w/encl.

Mr. J. A. Agro, Jr.-w/encl.

Mr. G. E. Dailey-w/encl.

Mr. J. J. Cahill-w/encl.

Mr. N. Pedersen-w/encl.

Ms. G. Seward-w/encl.

Mr. N. Rogers-w/encl.

RECEIVED

MAY 28 1985

BUREAU OF HIGHWAY
STATISTICS

May 17, 1985

Woodrow Wilson Memorial
Bridge - Agreement for the
Ownership, Maintenance
Operation and Rehabilitation

Mr. Hal Kassoff
State Highway Administrator
State Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

Structure # 16173
already coded in
our records

Dear Mr. Kassoff:

Forwarded herewith is a fully executed copy of the subject agreement.

On behalf of the Federal Highway Administration, I wish to express our appreciation and thanks for your cooperation in getting the agreement drawn up and executed.

Sincerely yours,

E. ELINSKY

Emil Elinsky
Division Administrator

Enclosure

cc:
George Turner, HRA-03
Frank Locke, HRC-03
W. Hellmann, MDOT

E.Elinsky:jeh 5/17/85 J9:36

RECEIVED

MAY 27 1985

DIRECTOR, OFFICE OF
PLANNING & PRELIMINARY ENGINEERING

Mr. W. I. Slacum-w/encl.-original For your information and file.
JAA 5/24/85

Mr. M. Snyder-w/encl.-
Mr. E. S. Freedman-w/encl.-

For your information and review. Your
special attention is directed to
Section 2.

GED 5/24/85

AGREEMENT FOR THE OWNERSHIP, MAINTENANCE,
OPERATION AND REHABILITATION OF
THE WOODROW WILSON MEMORIAL BRIDGE

THIS AGREEMENT made and entered into this 19th day of April 1985, by and between the State of Maryland, acting by and through the Secretary of the Maryland Department of Transportation (State), the Commonwealth of Virginia, acting by and through its State Highway and Transportation Commissioner (Commonwealth), the District of Columbia, acting by and through its Department of Public Works (District) and the United States Department of Transportation, acting by and through the Federal Highway Administration (FHWA), witnesseth: K

WHEREAS, The Woodrow Wilson Memorial Bridge is presently owned by the United States Government with the Federal Highway Administration having custody and accountability as the holding agency, and

WHEREAS, pursuant to an Act of Congress approved December 29, 1981 (P.L. 97-134), there are on-going construction and design contracts funded out of the Highway Trust Fund for the reconstruction, resurfacing, restoration and rehabilitation of the Woodrow Wilson Memorial Bridge, and

WHEREAS, the parties heretofore entered into an agreement on June 28, 1982 which provided for the development of a future agreement wherein, under reasonable terms and

conditions, the State, Commonwealth, and the District would be willing to accept transfer of title to the Woodrow Wilson Memorial Bridge and the lands associated therewith, and

WHEREAS, it is now in the public interest, and the interest of the parties, to transfer this bridge and lands under the terms and conditons hereinafter outlined upon the completion of the bridge rehabilitation.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein set forth, the parties hereto agree as follows:

1. Upon completion and final acceptance of the construction work to be done as a result of the design and engineering drawings that are being prepared by the District's contractor, which will include rehabilitation of the bridge bascule span and minor substructure rehabilitation, the State, Commonwealth and the District agree to accept and FHWA agrees to convey joint title to the Woodrow Wilson Bridge. Also at such time, the State, Commonwealth, and the District agree to accept and FHWA agrees to convey to each separately title to land adjacent to the said bridge, to the extent title to such land is held by FHWA and the land is located physically in the State, Commonwealth or the District.

2. The present and future inspection, operations, maintenance, rehabilitation, widening and/or replacement of the Woodrow Wilson Memorial Bridge, shall be performed in the following manner;

A. The Commonwealth shall maintain all highway, air safety and navigational lighting and shall enter into an agreement with the Virginia Electric Power Company for the providing of all electrical power

and servicing for the main power line and the standby line, including the maintenance of the feeders from the meter to the distribution panel of the bridge. The Commonwealth shall also provide necessary water service. The Commonwealth shall also provide the necessary maintenance, mowing grass, cutting brush, etc. under and contiguous to the Commonwealth abutment for all portions of the bridge that are in the Commonwealth.

B. The State shall be responsible for removal of snow and ice and the placing of necessary abrasives and chemicals on the entire length of the bridge. The State shall be responsible for the painting of lane stripes for the entire length of the bridge. The State shall also provide the necessary maintenance, mowing grass, cutting brush, etc. under and contiguous to the State abutment for all portions of the bridge that are in the State. The State shall also perform routine maintenance work on the entire structure. Routine maintenance is defined as ordinary and normal care and maintenance work, such as painting of structural steel, refurbishing protective coatings on bridge barriers, replacing damaged barrier sections, cleaning drainage systems, etc., but excluding all major repair and/or rehabilitation such as replacement of portions of pier caps, replacement of deteriorated structural steel

units, etc.

- C. The District shall be responsible for providing operators on a 24-hour basis for the operation of the bridge and bascule span and for the provision of telephone and radio communication service. The said District shall also be responsible for the maintenance of electrical machinery associated with the lift span, and fender system, excluding the responsibilities set forth in paragraph 2A above.
- D. It is understood and agreed that the Commonwealth will allow official vehicles of the State the use of the median crossover at the Commonwealth abutment.
- E. It is hereby stated and agreed that the bridge shall be inspected in its entirety at least once every two years. Unless one of the jurisdictions volunteers to have its own employees or its Consultant inspect the bridge, a Consultant shall be engaged by the State to perform the inspection, preparing a report that is made available to all 3 jurisdictions. A standing committee shall supervise the evaluation of the results of the inspection. The standing committee, consisting of the chief bridge person or his authorized designee in each of the jurisdictions, must meet in January of each year to determine any work efforts that are necessary for the

structure, plus any other topics related to structure. All work required in more than one jurisdiction on the bridge must be agreed to by the affected jurisdictions.

- F. All work covered under Items 2A, 2B, 2C and 2E above shall be paid for as follows:

Within thirty days after June 30 of each year, each party shall provide the other parties with a statement of expenses incurred during the preceding year. It is specifically understood and agreed that no one party shall bear more than one-third of the total cost of operation, maintenance and inspection and appropriate adjustments will be made within a reasonable time after June 30 of each year. As used in this paragraph, the term "expenses incurred" shall not include customary administrative and general overhead costs.

- G. All general maintenance, other than work covered under Items 2A, 2B, 2C and 2E and repairs of the structural portions of the bridge as agreed to by the committee, shall be performed by the jurisdiction in which the work lies. If the work agreed upon covers more than one jurisdiction then the affected jurisdictions shall decide who is to perform the design for the intended work effort. The costs for the work effort shall be borne by the

jurisdiction in which the work lies. See Attachment for limits of ownership, which is hereby made a part of this agreement.

H. Any funds remaining from the original authorization of \$60,000,000., provided by reconstruction, resurfacing, restoration, and/or the enactment of PL97-134, shall be made available to the 3 jurisdictions as 100% Federal Funding for any work involving reconstruction, resurfacing, restoration and/or rehabilitation to the structure that becomes necessary in the future, until the total of \$60,000,000. is exhausted.

I. It is understood and agreed that work which the three jurisdictions must secure by contract in order to perform their duties hereunder shall be secured by means of competitive bidding procedures required by Federal, State, and Local Law.

J. Requests for, review and issuance of, and administration of oversized, overweight and hazardous materials permits shall be the responsibility of either the State or Commonwealth depending upon the origin of the proposed move.

3. The cost of reconstruction and/or widening of the bridge, including lift span equipment, not covered by present on going contracts after the \$60,000,000. mentioned in H is exhausted, shall be part of an appropriate class of

federal aid funding with a minimum federal share of 90%.

Each jurisdiction shall provide the Federal apportionments and local matching funds in direct proportion to the costs incurred in that jurisdiction.

4. FHWA, in recognition of the unique history of the bridge, will employ its best efforts to secure and make available the requisite funding for the cost of such future reconstruction, and widening, as may become necessary. Such additional future funding is understood to be in addition to, and not deducted from, the Interstate 4-R allocations, apportionments or obligation limits due or to become due to the three jurisdictions.'

5. (a) The State agrees to assume responsibility for loss, damage, or injury to persons or property arising from, growing out of, or in any manner or degree caused by, attributable to, or resulting from the work, operation, or maintenance performed by her employees, agents, contractors or subcontractors in carrying out their respective responsibilities under the terms of this agreement consistent with Maryland law.

(b) The Commonwealth agrees to assume responsibility for loss, damage, or injury to persons or property arising from, growing out of, or in any manner or degree caused by, attributable to, or resulting from the work, operation, or maintenance performed by her employees, agents, contractors or subcontractors in carrying out their respective responsibilities under the terms of this agreement consistent with Virginia law.

(c) The District agrees to assume responsibility for loss, damage, or injury to persons or property arising from, growing out of, or in any manner or degree caused by, attributable to, or resulting from the work, operation, or maintenance performed by her employees, agents, contractors or subcontractors in carrying out their respective responsibilities under the terms of this agreement consistent with laws applicable to the District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto authorized the day and year first above written.

Witness
and Approved:

STATE OF MARYLAND

Maryland Department of Transportation

William K. Hellmann
Secretary of
Transportation

BY [Signature]
State Highway Administrator

Witness:

COMMONWEALTH OF VIRGINIA

[Signature]

BY [Signature]
State Highway and Transportation
Commissioner

Witness:

DISTRICT OF COLUMBIA

[Signature]

BY [Signature]
Director, Department of Public Works

Witness:

UNITED STATES OF AMERICA
U.S. Department of Transportation

[Signature]

BY [Signature]
Federal Highway Administrator

APPROVED FOR FORM AND
LEGAL SUFFICIENCY:

Thomas G. Peter
Thomas G. Peter
Assistant Attorney General



Maryland Department of Transportation

State Highway Administration

Helm-action? Followup!

notify - Becker and Davison

William K. Hellmann
Secretary

Hal Kassoff
Administrator

Georgia,

*Have new name put on
Inventory and file this in
P.G. Min. Paul*

APR 03 1986

RECEIVED

APR 4 1986

Mr. John Rhoads, Chairman
Maryland-National Capital Park
and Planning Commission
County Administration Building
Upper Marlboro, Maryland 20772

**BUREAU OF HIGHWAY
STATISTICS**

Dear Mr. Rhoads:

My letter of February 21, 1986 informed you that Maryland Route 704 from Maryland Route 450 to the Maryland/District of Columbia Line has been renamed for Dr. Martin Luther King, Jr.

The correct name of Maryland Route 704 is Martin Luther King, Jr., Highway. The name does not contain the word "Dr." as indicated in my February 21, 1986 letter. I regret any confusion which may have been created by my previous letter.

If I may be of further service, do not hesitate to contact me.

Sincerely,

ORIGINAL SIGNED BY:
HAL KASSOFF

Hal Kassoff
Administrator

HK:tn

bcc: Secretary William K. Hellmann
Mr. Lester Wilkinson
Ms. Missy Drissel
Mr. Neil J. Pedersen
Mr. Michael Snyder
Mr. John T. Neukam

My telephone number is 659-1111

Teletypewriter for Impaired Hearing or Speech

383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free

P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

MEMORANDUM OF ACTION OF ACTING DIRECTOR NEIL PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 14, 1984

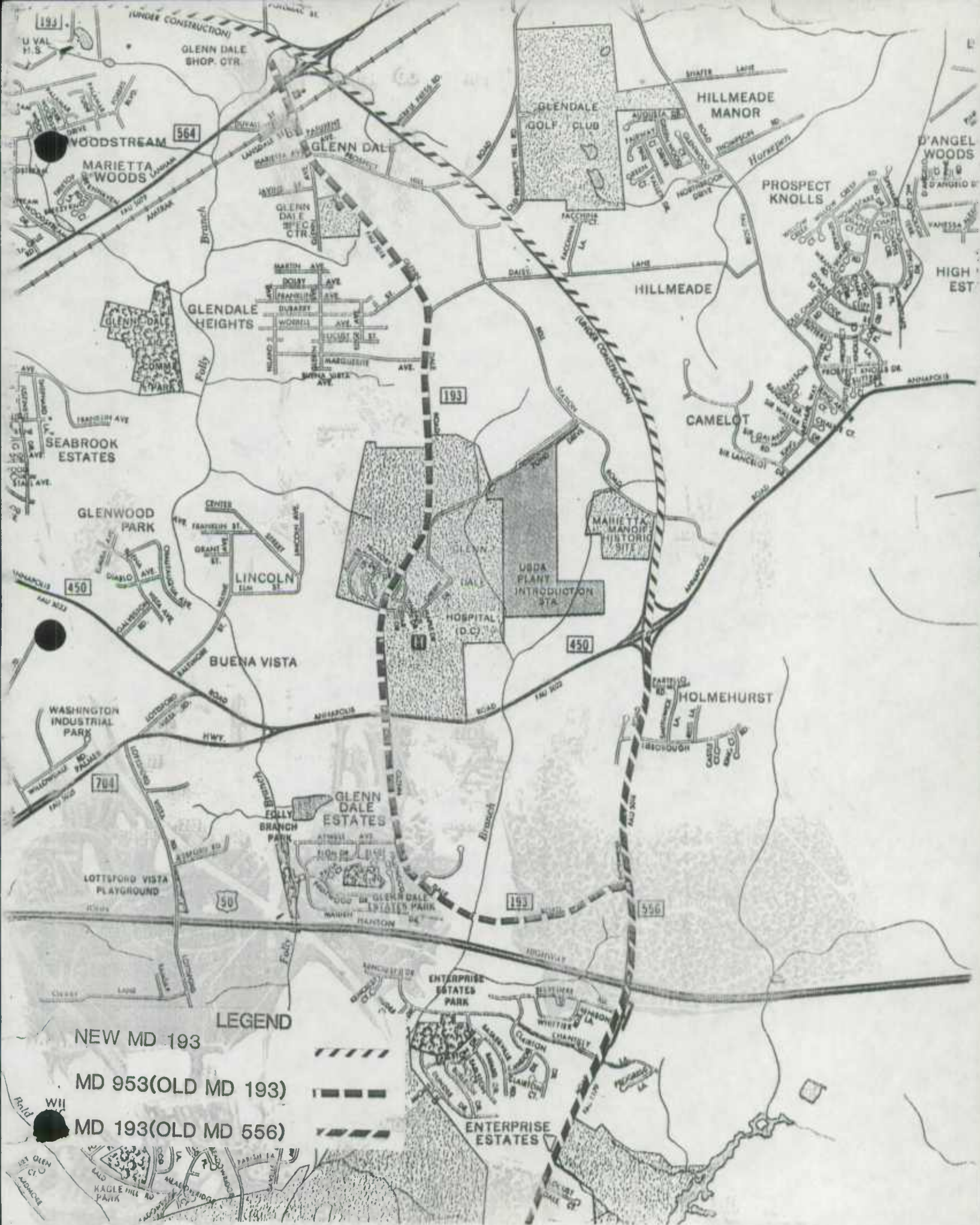
Acting Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following Route Number changes in Prince George's County relative to the Relocation of Maryland Route 193.

- The newly constructed roadway from the end of the existing dualization east of Good Luck Road, to Maryland Route 450 (Annapolis Road) will be designated as Maryland Route 193.
- Existing Maryland Route 193 (Glen Dale Road) from east of Good Luck Road to Maryland 556 (Enterprise Road) will be redesignated as Maryland 953.
- Existing Maryland Route 556 (Enterprise Road) from Maryland Route 450 (Annapolis Road) to Maryland Route 214 (Central Avenue) will be redesignated as Maryland Route 193.

This proposal was reviewed and concurred in by Acting Highway Metropolitan District Engineer Meehan, Deputy Chief Engineer-Traffic Hicks and by Deputy Chief Engineer - Bridge Development Freedman.

GLS:eh

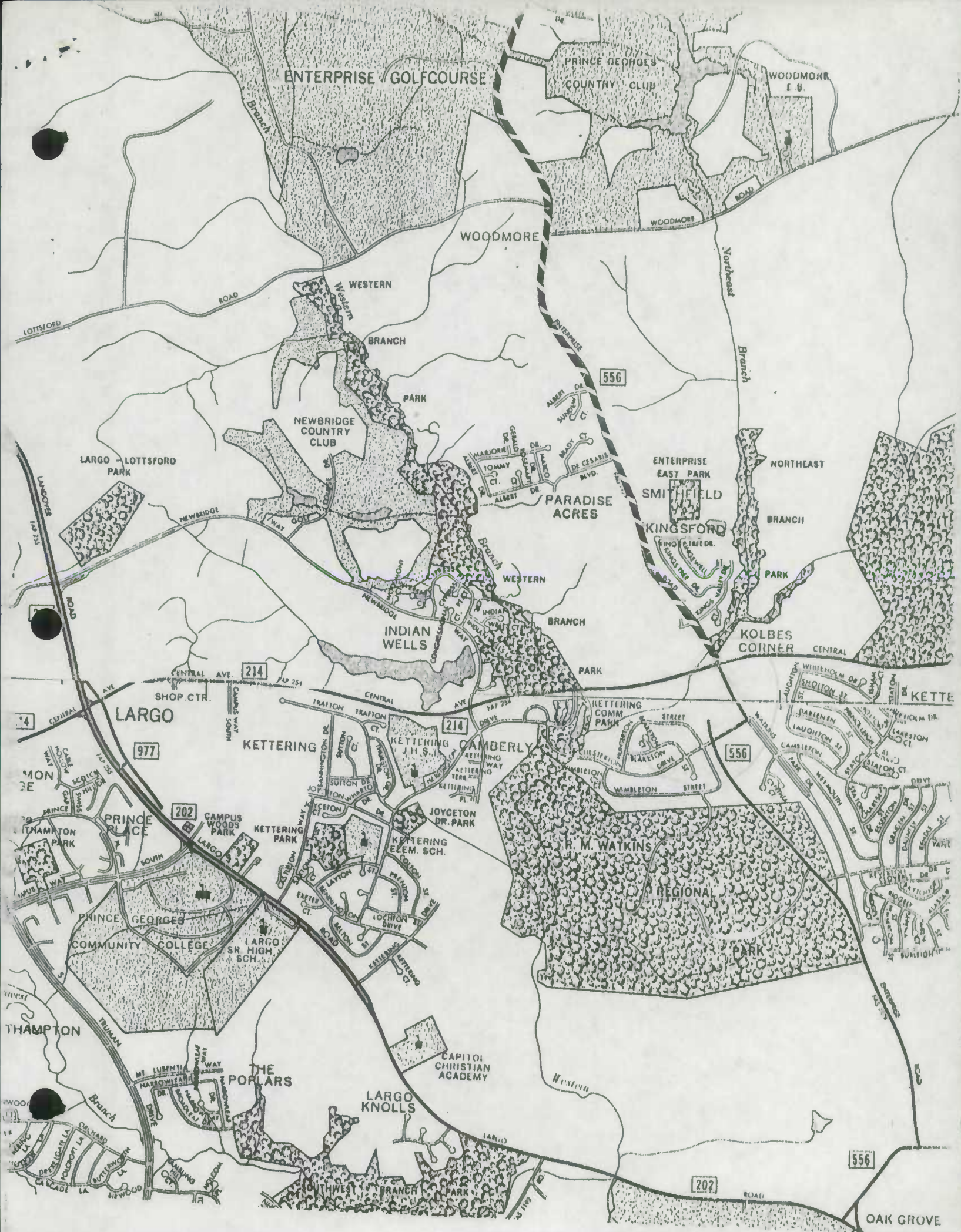
cc: Mr. J. Agro	Mr. K. V. Dodson
Mr. G. E. Daily	Secretary's File
Mr. C. T. Carter	Mr. P. E. Becker
Mr. E. M. Loskot	Mr. P. S. Jaworski
Mr. N. Pedersen	Mr. C. Lee
Mr. E. H. Meehan	Mr. A. M. Capizzi
Mr. T. Hicks	Mr. R. C. Pazourek
Mr. E. S. Freedman	Mr. R. Weaver
Mr. R. J. Finck	Mr. L. Rent
Mr. J. L. White	Mr. J. Scharf
Mr. R. C. Davsion	Mr. M. Shakib
Mr. L. Ege	
Ms. R. W. Byron	
Mr. J. N. Day	



NEW MD 193

MD 953(OLD MD 193)

MD 193(OLD MD 556)



MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 7, 1983

Director Kassoff, Director of Planning and Preliminary Engineering, executed a road transfer agreement dated November 7, 1983 between the State Highway Administration and the City of Greenbelt relative to the transfer by the Administration to the City of the following described sections of State constructed road, subject to the conditions more fully set forth in the agreement.

Ridge Road from Relocated Crescent Road to Ivy Lane
A total distance of + 0.18 mile

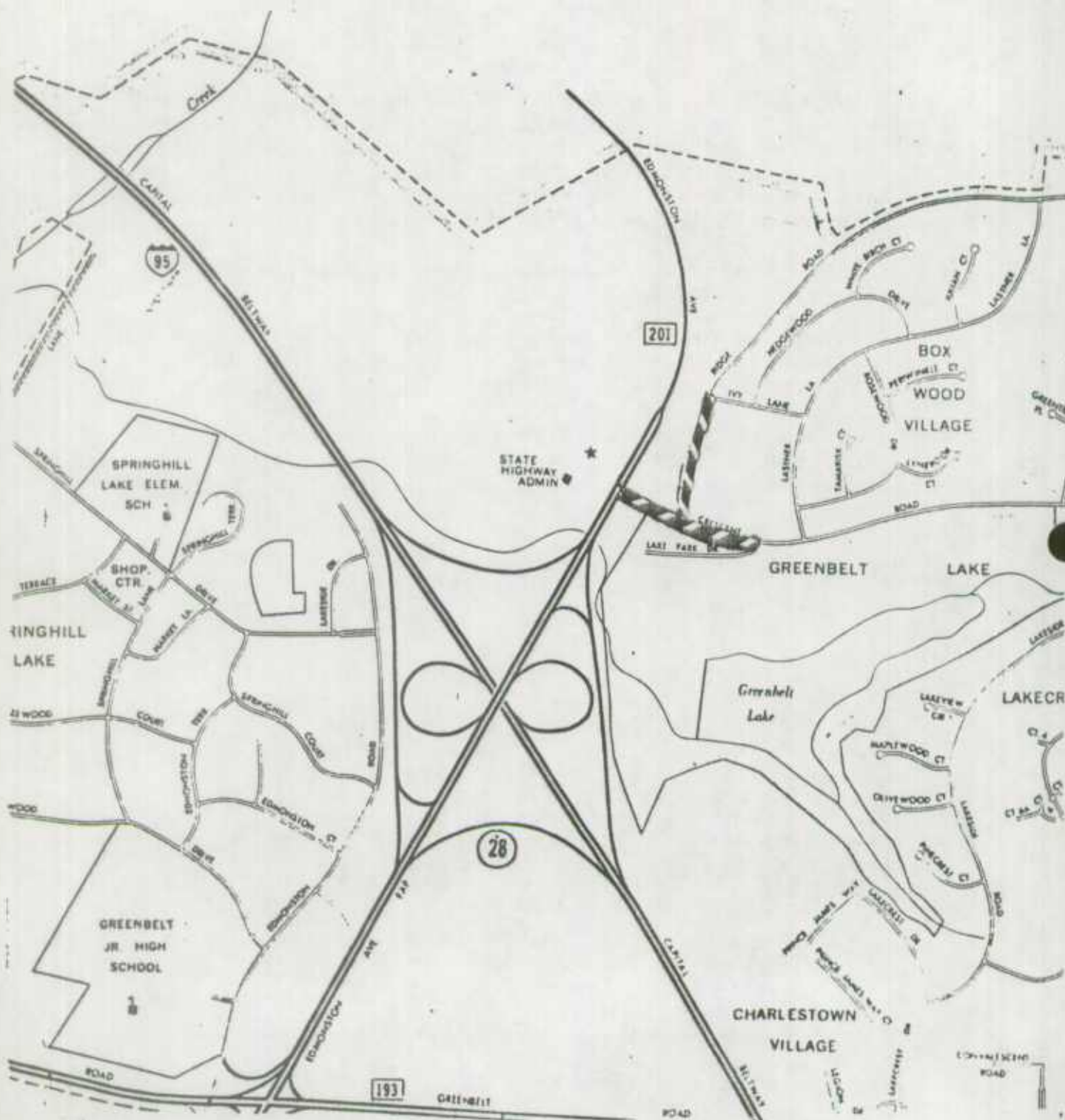
Relocated Crescent Road from Maryland Route 201
(Edmonston Avenue) to Lake Park Drive
A total distance of + 0.18 mile

Said agreement had previously been executed by the Mayor of the City of Greenbelt and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GS:cas

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoff
Mr. E. H. Meehan
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Mr. R. W. Byron
Mr. J. N. Day
Mr. K. V. Dodson
Secretary's File

Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. M. Shakib
Mr. D. Curtin
Mr. J. Scharf



THIS AGREEMENT made this 7th day of November
19 83, by and between the State Highway Administration of the
Department of Transportation of Maryland, hereinafter referred to
as "Highway Administration", party of the first part, and the
City of Greenbelt, Prince George's County, Maryland hereinafter
referred to as "City", party of the second part.

WHEREAS, under authority contained in Transportation
Article Title 8-304 of the Annotated Code of Maryland, the State
Highway Administration of the Department of Transportation of
Maryland is empowered to enter into an agreement to transfer
jurisdiction over and responsibility for the maintenance of any
State Highway, or portion thereof, with the governing bodies of
the several political subdivisions of Maryland, for the purpose
of reducing the cost of road maintenance, and the governing
bodies of the several political subdivisions of Maryland are em-
powered to enter into an agreement to transfer jurisdiction over
and responsibility for the maintenance of any County or Municipal
road, or portion thereof, with the State Highway Administration
of the Department of Transportation of Maryland, for the purpose
of reducing the cost of road maintenance, and,

WHEREAS, it has been determined that the conveyance of
the subject sections of State Highway to the "City" will
result in a reduction in the cost of road maintenance, and,

WHEREAS, the "Highway Administration" has agreed to
transfer the hereinafter described sections of road which here-
tofore were maintained by the "Highway Administration" to the
"City", and the "City" has agreed to accept same as an
integral part of the Municipal Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "City" and the "City" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the Municipal Highway System.

Ridge Road - from Relocated Crescent Road northerly to Station 9+00, as shown on Plan Sheet 23 - Construction Contract P 722-8-320
A total distance of +0.18 mile.

Relocated Crescent Road - from Maryland Route 201 (Edmonston Avenue) easterly to Station 4+00, as shown on Plan Sheets 23 and 24 - Construction Contract P 722-8-320
A total distance of +0.21 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the foregoing sections of State road is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional +0.39 mile in the allocation to the City beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said roads is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances.
5. The "City" accepts jurisdiction over and responsibility for the maintenance of said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance for the above described sections of "State" maintained highway to the "City" subject to the approval of the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

RECOMMENDED FOR APPROVAL:

John T. Newkane
Chief, Bureau of Highway Statistics

WITNESS:

Dorothy J. DeCuir

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: [Signature]
Director, Office of Planning and Preliminary Engineering

RECOMMENDED FOR APPROVAL:

[Signature]
James K. Giese, City Manager

WITNESS:

Gudrun H. Mills
Gudrun H. Mills, City Clerk

Approved as to form and legal sufficiency this 6 day of Dec

19 82. Monica Palko
asst. city clerk
City of Greenbelt
Prince Georges County

By: Gil Weidenfeld
Gil Weidenfeld, Mayor

Approved as to form and legal sufficiency this 5 day of Oct.
19 82.

[Signature]
City Attorney

January 9, 1981

Mr. P. Michael Errico, Chief
Bureau of Transportation
Department of Public Works
and Transportation
Room 3080
County Administration Building
Upper Marlboro, Maryland 20870

Re: Highway Mileage - State

Dear Mr. Errico:

In response to your letter of December 22, 1980, we conducted our own field investigation of those Maryland Route 210 service roads in question.

Research and field investigation has indicated that several errors did exist. We will be changing our records to reflect State maintenance responsibilities as follows:

- Md. 210-A West side of Md. 210, northerly from Kirby Hill Road (Co. 582) to road end, for a distance of 0.26 mile.
- The section which runs southerly from Kirby Hill Road (0.05 mile, alongside the BP gas station) was credited to the county in 1972 as Co. 3502.
- Md. 210-D West side of Md. 210, beginning 0.14 mile north of Fort Washington Road (Co. 416), and running southerly for a distance of 0.61 mile.
- Our records showed correct mileage, but the location description was incorrect.
- Md. 210-F West side of Md. 210, beginning at Old Fort Road (Co. 118) and running southerly to barricade, a distance of 0.13 mile.
- Md. 210-G West side of Md. 210, beginning 0.09 mile south of Audrey Lane and extending to Seneca Drive, for a distance of 0.19 mile.

*Part now
Co. 4324*

Mr. P. Michael Errico
January 9, 1981
Page Two

Md. 210-H East side of Md. 210, beginning 0.05 mile
Part now south of Audrey Lane and extending to the
Co. 4325 corporate limits of Forest Heights, for
a distance of 0.22 mile.

We thank you for bringing these errors to our attention,
and encourage continued efforts to bring our respective records
in agreement.

Should you require additional information, please contact
this office.

Very truly yours,

John T. Neukam, Chief
Bureau of Highway Statistics

~~Original signed by:~~
By: Clyde P. Hyatt
Clyde P. Hyatt, Chief
Records Statistics Section

CPH:ELD:d
Enclosures

bcc: Mr. Edgar L. Davis ✓

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

October 11, 1983

Director Kassoﬀ, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated October 11, 1983, between the State Highway Administration and Prince George's County relative to the transfer by the Administration to the County of the following described sections of State constructed highway, subject to the conditions more fully set forth in the agreement:

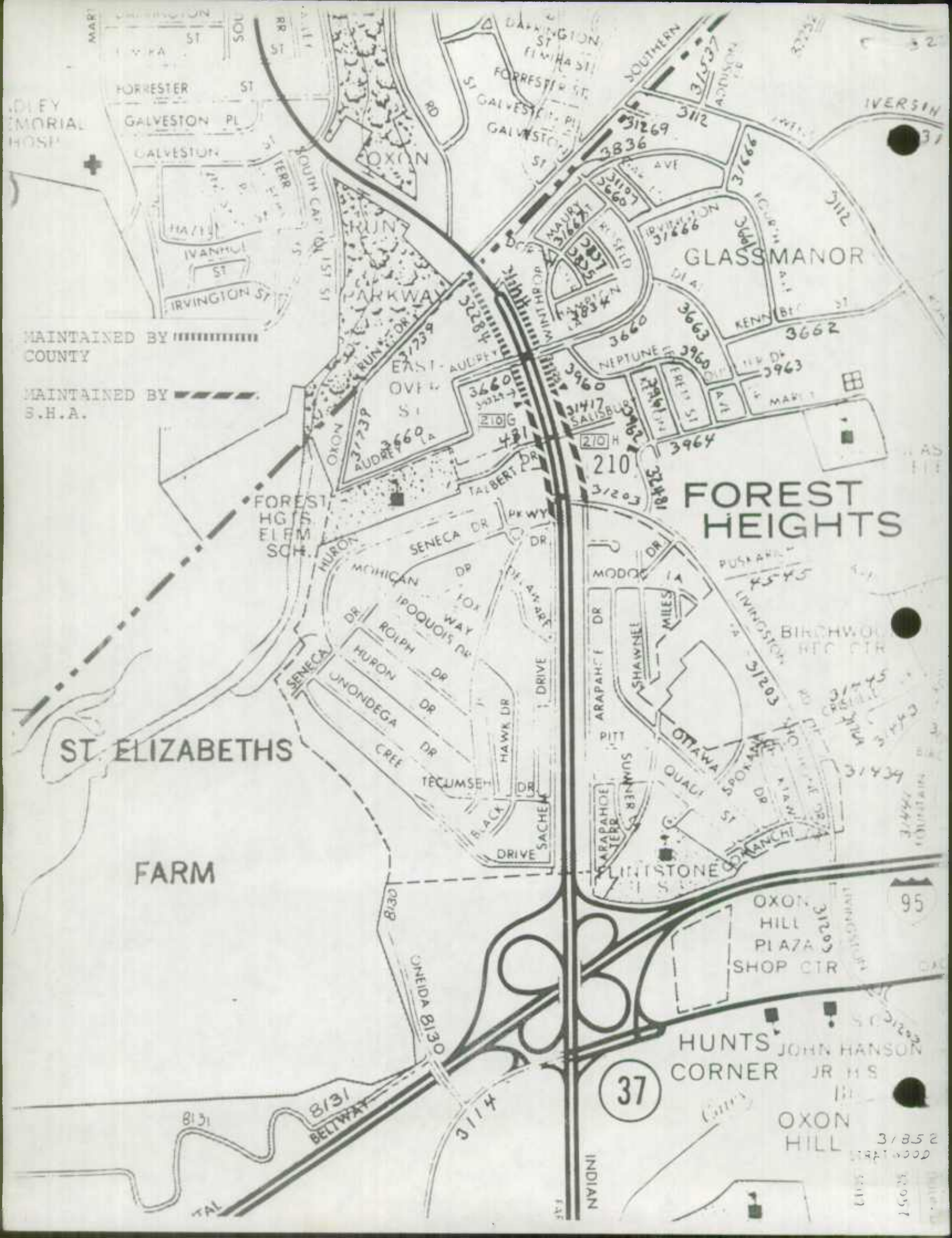
60-29 Maryland Route 210G from Seneca Drive
to a point 0.09 mile South of Audrey
Lane
A total distance of ± 0.19 mile

11-225 Maryland Route 210H from a point 0.03
mile South of Livingston Road to a
point 0.05 mile South of Audrey Lane
A total distance of ± 0.17 mile

Said agreement had previously been executed by Prince George's County's Chief Administrative Officer and approved as to form and legal sufficiency by Assistant Attorney General Norman Polssky.

GS:eh

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoﬀ
Mr. W. E. Ensor
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Mr. R. W. Byron
Mr. J. N. Day
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. Majid Shakib
Mr. D. Curtin
Mr. J. Scharf



MAINTAINED BY [dashed line] COUNTY

MAINTAINED BY [solid line] S.H.A.

ST. ELIZABETHS

FARM

GLASSMANOR

FOREST HEIGHTS

37

HUNTS CORNER JOHN HANSON JR HS

OXON HILL

31852

THIS AGREEMENT made this 11th day of October
19 83, by and between the State Highway Administration of the
Department of Transportation of Maryland, hereinafter referred to
as "Highway Administration " party of the first part, and Prince
George's County, Maryland hereinafter referred to as "County "
party of the second part.

WHEREAS, under authority contained in Transportation
Article Title 8-304 of the Annotated Code of Maryland, the State
Highway Administration of the Department of Transportation of
Maryland is empowered to enter into an agreement to transfer
jurisdiction over and responsibility for the maintenance of any
State Highway, or portion thereof, with the governing bodies of
the several political subdivisions of Maryland, for the purpose
of reducing the cost of road maintenance, and the governing bodies
of the several political subdivisions of Maryland are empowered
to enter into an agreement to transfer jurisdiction over and re-
sponsibility for the maintenance of any County or Municipal road,
or portion thereof, with the State Highway Administration of the
Department of Transportation of Maryland, for the purpose of re-
ducing the cost of road maintenance, and,

WHEREAS, the "Highway Administration" has agreed to
transfer the hereinafter described sections of road which here-
tofore were maintained by the "Highway Administration" to the
"County" and the "County" has agreed to accept same as an integral
part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for
and in consideration of \$1.00 and good and valuable consideration,
the receipt whereof is hereby acknowledged, the "Highway Admini-
stration" does hereby transfer unto the "County" and the "County"

does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 210 G from Seneca Drive
to a point 0.09 miles south of Audrey Lane
A total distance of ± 0.10 mile.

Maryland Route 210 H from a point 0.03
miles south of Livingston Road to a point
0.05 miles south of Audrey Lane:
A total distance of ± 0.17 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the foregoing sections of State road is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional ± 0.27 mile in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said roads is made on an as-is basis, which pertains to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances.
5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described sections of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

RECOMMENDED FOR APPROVAL:

John T. Mahan
Chief, Bureau of Highway
Statistics

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Emily S. Deane

By:

Helmut
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal suf-
ficiency this 17 day of Sept, 19 53

Harmon P. Bell
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

James E. Salsdon
Director, Department of Public
Works and Transportation

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS:

Virginia Stallings

By:

Deputy

John F. Dancy
Chief Administrative Officer

Approved as to form and legal suf-
ficiency this 21 day of September, 19 53

Frederick M. Miller
County Attorney

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

March 14, 1983

Director Kassoff, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated March 10, 1983, between the State Highway Administration and Prince George's County, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement,

103433

Sweitzer Lane from Maryland Route 198
southerly to the road end,
A total distance of +0.26 mile,

Said agreement had previously been executed by the County's Chief Administrative Officer and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski,

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. N. Kassoff
Mr. Edward Meehan
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. J. N. Day
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. Majid Shakib
Mr. Edward T. Paulis, Jr.
Mr. James Scharf

THIS AGREEMENT made this 10th day of March,
19 83, by and between the State Highway Administration of the
Department of Transportation of Maryland, hereinafter referred
to as "Highway Administration", party of the first part, and
Prince George's County, Maryland, hereinafter referred to as
"County", party of the second part.

WHEREAS, under authority contained in Transportation
Article Title 8-304 of the Annotated Code of Maryland, the State
Highway Administration of the Department of Transportation of
Maryland is empowered to enter into an agreement to transfer
jurisdiction over and responsibility for the maintenance of any
State Highway, or portion thereof, with the governing bodies of
the several political subdivisions of Maryland, for the purpose
of reducing the cost of road maintenance, and the governing
bodies of the several political subdivisions of Maryland are
empowered to enter into an agreement to transfer jurisdiction
over and responsibility for the maintenance of any County or
Municipal road, or portion thereof, with the State Highway
Administration of the Department of Transportation of Maryland,
for the purpose of reducing the cost of road maintenance, and,

WHEREAS, it has been determined that the conveyance of the
subject section of State Highway to the "County" will result in
a reduction in the cost of road maintenance, and,

WHEREAS, the "Highway Administration" has agreed to trans-
fer the hereinafter described section of road which heretofore
was maintained by the "Highway Administration" to the "County",
and the "County" has agreed to accept same as an integral part
of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Sweitzer Lane from Sandy Spring Road
(Maryland Route 198) to the road end.
A total distance of - 0.26 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the foregoing section of State road is subject to the following conditions:

1. The effective date of transfer shall be upon completion approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1st of the year following the date as set forth in Item #1 above.
3. The basis for the allocation of funds will include the additional - 0.26 mile in the allocation to the County beginning July 1st of the year following the date as set forth in Item #2 above.
4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.
5. The "County" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

RECOMMENDED FOR APPROVAL:

Robert T. Mendenhall
Chief, Bureau of Highway
Statistics

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Mary E. Scharf

By:

[Signature]
Director, Office of Planning and
Preliminary Engineering

Approved as to form and legal sufficiency
this 27 day of Dec,
19 82.

[Signature]
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

James E. Baulden
Director, Department of
Public Works and Trans-
portation

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS:

Virginia Stallings

By:

[Signature]
Chief Administrative Officer 2/17/83

Approved as to form and legal sufficiency
this 14th day of February, 1983.

[Signature]
County Attorney

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
FRIDAY, JULY 2, 1982

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated July 2, 1982, which is in accordance with an agreement to convey in Fee Simple, a section of the Roadbed of MD Route 408, 980 and a portion of 408-A in Prince George's County to Prince George's County, Maryland, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcels of land as indicated and as more fully described in the deed.

Said deed has been previously approved as to form and legal sufficiency by the Office of Counsel. Upon approval by the Board of Public Works, the deed will be returned to the Bureau of Acquisition Activities for further handling. A copy of the deed is being held in the Secretary's Office - SRC for Administration records.

MD 408- MD 725 5-19-77
MD 726 6-10-77

MD 408-A- 5-19-77

Chris,

Please send down

MD 980- Now CO 4026
5-19-77

copies of the plat showing
the attached properties

Copy: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. W. Reese
Mr. H. Lempert
Mr. B. Ditto
Mr. E. T. Camponeschi
Mr. W. W. Knipple ✓
Mr. E. M. Loskot
Mr. J. G. Willis
Mr. L. K. Jenkins
Mr. E. C. Chambers
Mr. J. A. Miller
Ed. of Public Works
Secretary's File
SHA-Prince George's County File

Thanks,

Jeanne Delmonico
Rm 303 X1312
Bureau of Planning



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
FRIDAY, JULY 2, 1982

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated July 2, 1982, which is in accordance with an agreement to convey in Fee Simple, a section of the Roadbed of MD Route 408 A in Prince George's County to Prince George's County, Maryland, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcels of land as indicated and as more fully described in the deed.

Said deed has been previously approved as to form and legal sufficiency by the Office of Counsel. Upon approval by the Board of Public Works, the deed will be returned to the Bureau of Acquisition Activities for further handling. A copy of the deed is being held in the Secretary's Office - SRC for Administration record.

Copy: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. W. Reese
Mr. H. Lempert
Mr. B. Ditto
Mr. E. T. Camponeschi
Mr. W. W. Knipple, ✓
Mr. E. M. Loskot
Mr. J. G. Willis
Mr. L. K. Jenkins
Mr. E. C. Chambers
Mr. J. A. Miller
Bd. of Public Works
Secretary's File
SHA-Prince George's County File

RIGHTS OF WAY CONVEYED BY THE
STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION
OF MARYLAND
TO
PRINCE GEORGES COUNTY, MARYLAND

Re: Road Conveyance of Md. Rte. 408 - From
Md. Rte. 223 (Woodyard Road) Easterly
to the intersection of Brown Station
Road, a distance of 3.60 \pm miles

Prince Georges County General Right of Way
File No.: 60025

ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR in and to
the Land, together with the appurtenances thereto belonging, or in
anywise appertaining lying between the lines designated "Right of
Way Line" as established for a service road (Md. Rte. 408), as
shown on the State Roads Commission of Maryland's right of way
plats numbered 20310, 20311, 20300, 20301 (revised 6-11-59) and
20302 (revised 6-11-59), recorded or intended to be recorded
among the Land Records of Prince Georges County; the limits thereof
extending from station 800+35 of the base line of right of way
(Service Road) to station 05+51 of the base line of right of way
(Spur left), as said base lines of right of way are delineated on
the aforementioned State Roads Commission of Maryland's plats
numbered 20310, 20311, 20300, 20301 (revised 6-11-59) and 20302
(revised 6-11-59)

CONTAINING: 9.17 acres plus or minus

BEING PART OF THE BED of the road of former Md. Rte. 408

BEING PART OF THE LAND which by deed recorded January 27,
1964 among the Land Records of Prince Georges County in Liber
W.W.W. No. 2928 Folio 615 was conveyed by Charles E. Crowley
Marie Crowley, his wife, and Emily C. Linke Stoker to the State of
Maryland to the use of the State Roads Commission of Maryland


BEING PART OF THE LAND which by deed recorded August 30, 1963 among the Land Records of Prince Georges County in Liber W.W.W. No. 2862 Folio 170 was conveyed by Joseph M. Mitchell, et al to the State of Maryland to the use of the State Roads Commission of Maryland

THE ABOVE DESCRIBED PARCEL OF LAND being subject to the Denial of Access Provisions of the State Highway Administration State Roads Commission of Maryland as shown on the State Roads Commission of Maryland's plats numbered 20311, 20300, 20301 (revised 6-11-59) and 20302 (revised 6-11-59), recorded or intended to be recorded among the Land Records of Prince Georges County

✓ FOR THE REMAINING PORTION of Md. Rte. 408 extending easterly from the here-in-before described Service Road to Brown Station Road the Grantors do further Grant and Convey unto Prince Georges County, Maryland all right, title and interest of the Grantors in and to the bed of the road thereof; said roadway having a minimum right of way width of thirty (30) feet, fifteen (15) feet each side from center of existing surfacing, together with any appurtenances thereto belonging or in anywise appertaining.

CONTAINING: 10.87 acres plus or minus

BEING PART OF THE BED of the road of Md. Rte. 408

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched  on the State Roads Commission of Maryland

numbered 20310, 20311, 20300, 20301 (revised 6-11-59) and 20302 (revised 6-11-59), recorded or intended to be recorded among the Land Records of Prince Georges County

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Denial of Vehicular Access Controls as shown on the State Roads Commission of Maryland's plat numbered 20310, recorded or intended to be recorded among the Land Records of Prince Georges County

RIGHTS OF WAY CONVEYED BY THE
STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION
OF MARYLAND
TO
PRINCE GEORGES COUNTY, MARYLAND

Right of Way Project No.: P 519-001-515
Right of Way Project: Marlboro By-Pass

Re: Md. Rte. 408 - from US Rte. 301 to Green Landing
Road, a distance of 1.16 \pm miles

Item No.: 12984

ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR in and to the
land, together with the appurtenances thereto belonging or in any
wise appertaining, lying between the outermost lines designated
"Right of Way Line", as shown on the State Roads Commission of
Maryland's plat numbered 6609 (revised 8-2-49), recorded or intended
to be recorded among the Land Records of Prince Georges County;
extending from right station 00+50 to left station 02+13 and left
station 00+50 to right station 02+13 of the base line of right of
way (Md. Rte. 408), as said base line of right of way is delineated
on the aforementioned State Roads Commission of Maryland's plat
numbered 6609 (revised 8-2-49)

CONTAINING: 0.31 of an acre plus or minus

BEING PART OF THE BED of the road of former Md. Rte. 408


BEING PART OF THE LAND which by deed recorded August 3,
1949 among the Land Records of Prince Georges County in Liber W.W.W.
No. 1143 Folio 356, was conveyed by Clarence A. Hall to the State
of Maryland to the use of the State Roads Commission of Maryland

✓ FOR THAT REMAINING PORTION OF Md. Rte. 408 extending
southeasterly from the first (1st) here-in before described
of land to Green Landing Road the Grantors do further Grant

Convey unto Prince Georges County, Maryland all right, title and interest of the Grantors in and to the bed of the road thereof; said roadway having a minimum right of way width of thirty (30) feet, fifteen (15) feet each side from center of existing surface together with any appurtenances thereto belonging or in anywise appertaining.

CONTAINING: 4.11 acres plus or minus

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched thus:

 on the State Roads Commission of Maryland's plat numbered 6609 (revised 8-2-49), recorded or intended to be recorded among the Land Records of Prince Georges County; said Easement Area extending from right station 00+50 to left station 02+13 and left station 00+50 to right station 02+13 of the base line of right of way (former Md. Rte. 408), as said base line of right of way is delineated on the aforementioned State Roads Commission of Maryland's plat numbered 6609 (revised 8-2-49)

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Highway Protective Easement Area shown on the State Roads Commission of Maryland's plat numbered 6609 (revised 8-2-49), recorded or intended to be recorded among the Land Records of Prince Georges County; the limits thereof being situate right station 00+50 to left station 02+13 and left station 00+50 to right station 01+88± of the base line of right of way (Md. Rte. 408), as said base line of right of way is delineated on the aforementioned State Roads Commission of Maryland's plat numbered 6609 (revised 8-2-49)

AREA CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
PRINCE GEORGES COUNTY, MARYLAND

Right of Way Project No.: P 496
Right of Way Project: Md. Rte. 4 Marlboro
Pike Forestville Toward
Upper Marlboro

Re: Former Md. Rte. 408A

.....

ALL RIGHT, TITLE AND INTEREST OF THE GRANTORS IN AND TO THE LAND shown shaded thus: lying between station 93 + 16.13 and station 116 + 31.28 of the base line of right of way of former Md. Rte. 408A, as said base line of right of way is delineated on the State Highway Administration - State Roads Commission of Maryland's plats numbered 47910 and 47911, recorded or intended to be recorded among the Land Records of Prince Georges County, and being more particularly described as follows:

BEGINNING FOR THE SAME AT A POINT in the southeasterly right of way line of Md. Rte. 408A leading from Dower House Road to Md. Rte. 223, said point of beginning being the intersection of the aforesaid southeasterly right of way line (Md. Rte. 408A) and a line of division previously established as the northeasterly right of way line (former Md. Rte. 408A), said northeasterly right of way line (former Md. Rte. 408A) being further designated on the State Roads Commission of Maryland's plats numbered 5649 and 5650, recorded or intended to be recorded among the Land Records of Prince Georges County,

SAID POINT OF BEGINNING BEING situated 73 feet measured radially to the left of station 93 + 16.13 of the base line of right of way (former Md. Rte. 408A) as said base line of right of way is delineated on the State Highway Administration - State Roads Commission of Maryland's plat numbered 47910, recorded or intended to be recorded among the Land Records of Prince Georges County; running thence and binding along the aforesaid line of division previously established as the northeasterly right of way line (former Md. Rte. 408A) as now surveyed, the following three (3) courses and distances, viz:

a curve to the left having a radius of 3,746.71 feet for an arc distance of 1,275.68 feet, said curve being subtended by a chord bearing S 60° 32' 16" E for a chord distance of 1,269.52 feet, thence (2) S 70° 17' 30" E 993.39 feet thence (3) S 02° 06' 55" E 57.09 feet to intersect a line of division previously established as the southeasterly right of way line (former Md. Rte. 408A) running thence and binding thereon, as now surveyed, S 19° 42' 30" W 40.00 feet to intersect a line of division previously established as the southwesterly right of way line and existing right of way line (Old Marlboro Pike), running thence and binding thereon, as now surveyed, the following three (3) courses and distances, viz.: (1) N 70° 17' 30" W 216.84 feet, thence (2) by a curve to the left having a radius of 546.44 feet for an arc distance of 239.81 feet, said curve being subtended by a chord bearing N 82° 51' 50" W for a chord distance of 237.89 feet, thence (3) S 84° 33' 50" W 129.96 feet to intersect a line of division previously established as the southwesterly right of way line (former Md. Rte. 408A), said southwesterly right of way line (former Md. Rte. 408A) being further designated on the aforementioned State Roads Commission of Maryland's plats numbered 5649 and 5650, recorded or intended to be recorded among the Land Records of Prince Georges County, running thence and binding thereon, as now surveyed, the following two (2) courses and distances, viz.: (1) N 70° 17' 30" W 447.95 feet, thence (2) by a curve to the right having a radius of 3,946.71 feet for an arc distance of 1,343.77 feet, said curve being subtended by a chord bearing N 60° 32' 16" W for a chord distance of 1,337.29 feet, to intersect the aforesaid southeasterly right of way line (Md. Rte. 408A), running thence and binding thereon N 39° 12' 59" E 200.00 feet to the place of beginning.

CONTAINING: 9.572 acres plus or minus.

BEING PART OF THE BED of the road of Old Marlboro Pike.

BEING PART OF THE BED of the road of former Marlboro Pike - Md. Rte.
408A.

BEING PART OF THE LAND which by deed recorded February 6, 1967 among
the Land Records of Prince Georges County in Liber W.W.W. No. 3436 Folio 960
was conveyed by the United States of America, acting by and through the
Department of Commerce, Bureau of Public Roads to the State of Maryland to the
State Roads Commission of Maryland.

THE ABOVE DESCRIBED PARCEL OF LAND being subject to a Reverter Clause
as described in the aforementioned deed (W.W.W. No. 3436 Folio 960), to wit:
"To have and to hold, the above mentioned lands unto the State of Maryland for
so long as such are needed for highway purposes, upon the express condition that
if, at any time, the need for such purposes shall no longer exist, notice of
the fact shall be given by the State to the Department and such lands shall
immediately revert to the United States and to the control of the Department of
the Air Force, as such control existed prior to this instrument."

RIGHTS OF WAY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND
TO
PRINCE GEORGES COUNTY, MARYLAND

Right of Way Project No: P 735-005-320
Right of Way Project : Md. Rte 4-Dowry House Rd.
To Ritchie Road
RE: Md. Rte 408-A - from Old Marlboro Pike to Md Rte 223
(Woodyard Road), a distance of 0.94+ miles
Item Nos. 47029, 47044

ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR in and to the Land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown on the State Roads Commission of Maryland's plat numbered 20313, recorded or intended to be recorded among the Land Records of Prince Georges County; extending from station 01 + 00 to station 02 + 00 of the base line of right of way (Existing Md. Rte. 4)

CONTAINING: 0.13 of an acre plus or minus

BEING PART OF THE BED OF THE ROAD of former Marlboro Pike (Existing Md. Rte. 4)

IT BEING A PART OF THE PROPERTY which was acquired from Howard C. Sauerwein through Condemnation Proceedings by the State Roads Commission of Maryland in No. 20,358 Law in the Circuit Court of Prince Georges County

IT BEING A PART OF THE PROPERTY which was acquired from Henry Nicowski, etal through Condemnation Proceedings by the State Roads Commission of Maryland in No. 20,362 Law in the Circuit Court of Prince Georges County

✓ FOR THAT REMAINING PORTION of Md. Rte 408-A extending northwesterly from the first (1st) here-in before described parcel of land to Old Marlboro Pike the Grantors do further Grant and Convey unto Prince Georges County Maryland all right, title and interest of the Grantors in and to the bed of the road thereof; Said roadway having a minimum right of way width of

- 2 -

(30) feet, fifteen (15) feet each side from center of existing surfacing,
together with any appurtenances thereto belonging or in anywise appertaining

CONTAINING: 3.35 acres plus or minus

RIGHTS OF WAY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND
TO
PRINCE GEORGES COUNTY, MARYLAND

RE: Road Conveyance of Md. Rte 980
from Md. Rte 726
(formerly Md. Rte 480) to
end of State Highway Administration
maintenance,
a distance of 0.55± mile

Prince Georges County General
Right of Way File No. 60025

.....


THE GRANTORS DO HEREBY GRANT AND CONVEY forever in fee simple, all our right, title and interest in and to the land, together with the appurtenances thereto belonging or in anywise appertaining, lying between the lines designated "Right of Way Line", as established, for a service road, (Md. Rte 980) as shown on the State Roads Commission of Maryland's right of way plats numbered 19982 (revised 12-5-58), 19978 (revised 12-5-58), 19992 and 19993, recorded or intended to be recorded among the Land Records of Prince Georges County; the limits thereof extending from a line drawn between a point situate fifty (50) feet measured radially to the right of station 300+50 of the base line of right of way (Relocated Md. Rte 4 Ramp "C") and a point situate forty-five (45) feet measured radially to the left of station 04+38.00 of the base line of right of way (Md. 726) to station 06+50 of the center line of service road (Md. Rte 980) as said base lines of right of way and center line are delineated on the aforementioned State Roads Commission of Maryland's plats numbered 19978 (revised 12-5-58), 19982 (revised 12-5-58), 19992, and 19993.


CONTAINING: 4.145 acres plus or minus


BEING ALL OF THE BED of the road of former Md. Rte. 980


BEING PART OF THE LAND which by deed recorded April 7, 1961 among the Land Records of Prince Georges County in liber W.W.W. no. 2544 folio 297 was conveyed by Robert B. Sasscer, etal to the State of Maryland to the the State Roads Commission of Maryland

THE ABOVE DESCRIBED PARCEL OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland, as shown on the State Highway Administration-State Roads Commission of Maryland's plats numbered 19982 (revised 12-5-58), 19978 (revised 12-5-58) and 19956 (revised 12-5-58), recorded or intended to be recorded among the Land Records of Prince Georges County

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched thus:  extending from right of station 300+60 to right of station 301+50 of the base line of right of way (Relocated Md. Rte 4 Ramp "C") as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 19982 (revised 12-5-58) recorded or intended to be recorded among the Land Records of Prince Georges County

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched thus:  extending from right of station 304+50 to right of station 307+00 of the base line of right of way (Relocated Md. Rte. 4 Ramp "C"), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 19978 (revised 12-5-58), recorded or intended to be recorded among the Land Records of Prince Georges County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched thus:  extending from right of station 307+50 of the base line of right of way (Relocated Md. Rte. 4 Ramp "C") to right of station 818+50 of the center line of service road (Md. Rte. 980) as said base line of right of way and center line are delineated on the State Roads Commission of Maryland's plats numbered 19978 (revised 12-5-58), and 19992, recorded or intended to be recorded among the Land Records of Prince Georges County

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Prince Georges County, Maryland the Easement Area shown hatched thus: 

extending from right of station 821+50 to right of station 826+50 of the center line of service road (Md. Rte. 980), as said center line is delineated on the State Roads Commission of Maryland's plat numbered 19993, recorded or intended to be recorded among the Land Records of Prince George County.

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 19, 1981

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement, dated November 17, 1981, between the State Highway Administration and Prince George's County, Maryland, relative to the transfer by the Administration to the County of the following described sections of state constructed roads subject to the conditions more fully set forth in the agreement.

C04461 Md. 714 - from Begin SHA Maintenance
north of Suitland Parkway to Md. 4. ✓
A total distance of ± 0.50 mile.

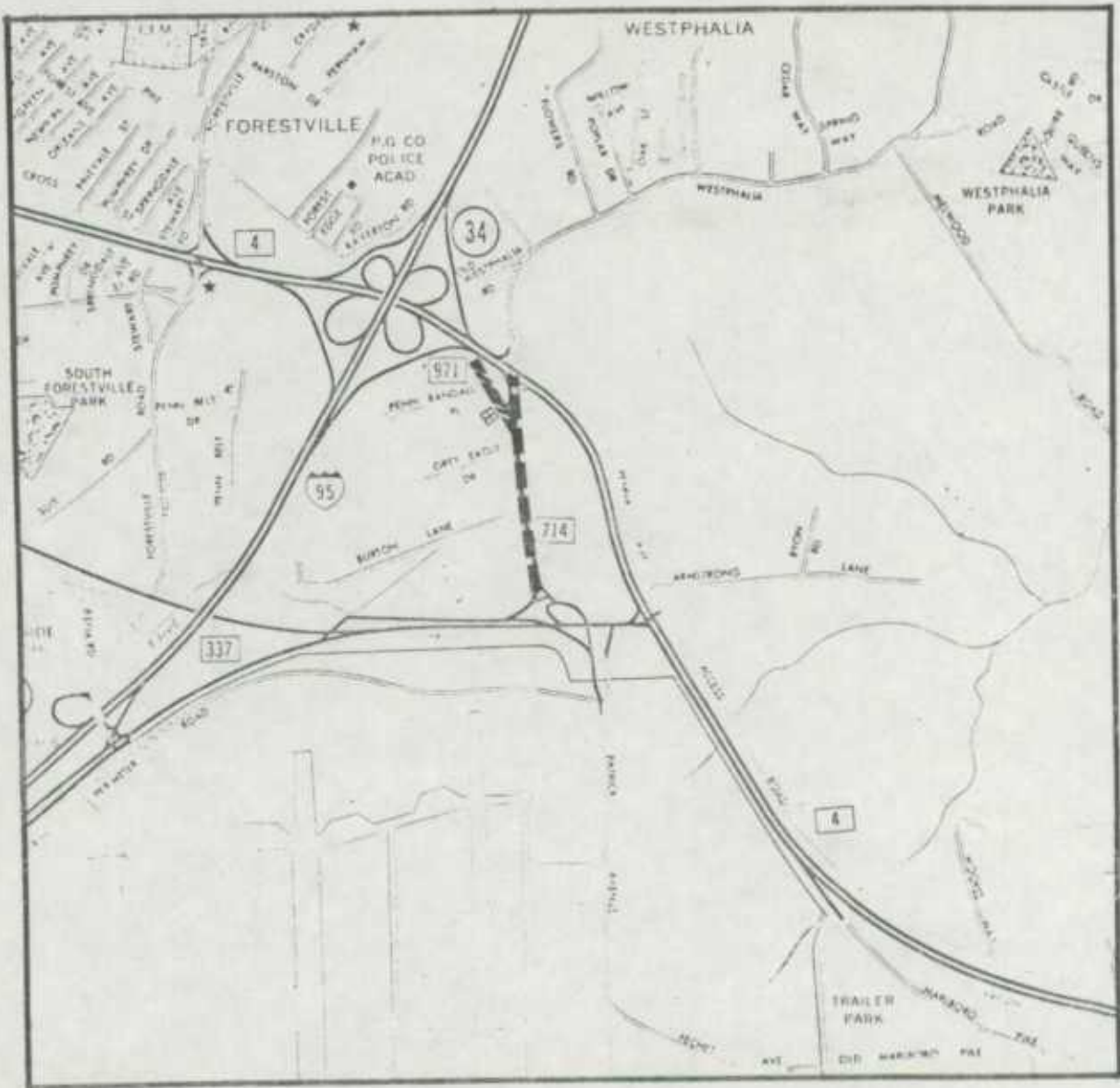
C04462 Md. 971 - from Md. 714 northwesterly
to road end. ✓
A total distance of ± 0.15 mile.

Said agreement had previously been executed by the Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. G. E. Dailey
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. E. T. Camponeschi
Mr. S. Adkins (2)
Mr. R. C. Davison
Mr. J. N. Day
Mr. E. S. Freedman

Mr. T. Hicks
Mr. C. P. Hyatt (2)
Mr. P. S. Jaworski
Mr. A. T. Landon, Jr.
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mrs. E. K. Roche
Mr. R. Weaver
Secretary's File

1. Grand Ole Opry
2. Open Sez a Me
3. Fans pick ^{starting} 11 players
4. They were benched
- 5.



--- Md. 714 - from Begin SHA Maintenance
north of Suitland Parkway to
Md. 4.
A total distance of \pm 0.50 mile.

////// Md. 971 - from Md. 714 northwesterly to
road end.
A total distance of \pm 0.15 mile.

THIS AGREEMENT made this 17th day of November, 1981 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince George's County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance, and,

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described sections of road which heretofore were maintained by the "Highway Administration" to the "County" and the "County", party of the second part, has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration", party of the first part, does hereby transfer unto the "County", party of the second part, and the "County" does hereby accept from the "Highway Administration" title to, jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the

County Highway System.

Md. 714 - from Begin SHA Maintenance north of Suitland Parkway to Md. 4. A total distance of \pm 0.50 mile.

Md. 971 - from Md. 714 northwesterly to road end. A total distance of \pm 0.15 mile.

IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the foregoing sections of State Highway are subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the County inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional \pm 0.65 mile in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said roads is made on an as-is basis which pertains to the existing condition of the roads involved including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over and responsibility for the maintenance of said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED, that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described sections of "State" constructed highway to the "County", party of the second part, conveying all right, title and interest of the "State" to the "County", subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

RECOMMENDED FOR APPROVAL:

Robert P. [Signature]
Chief, Bureau of Highway
Statistics

STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Reina Smith

By:

[Signature]
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 17 day of

May, 19 81.
[Signature]
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

[Signature]
Director, Department of
Public Works and
Transportation

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS:

Virginia Stalling

By:

[Signature]
Kenneth V. Duncan
Chief Administrative Officer

Approved as to form and legal
sufficiency this 27 day of

October, 19 81.
[Signature]
County Attorney

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 19, 1981

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated November 17, 1981, between the State Highway Administration and Prince George's County, Maryland, relative to the transfer by the Administration to the County of the following described section of state constructed road subject to the conditions more fully set forth in the agreement.

Md. 193 (Old Glenn Dale Road) - from Md. 556
to a point approximately 850 feet
west of Md. 556.
A total distance of \pm 0.16 mile.

Said agreement had previously been executed by the Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. G. E. Dailey
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. E. T. Camponeschi
Mr. S. Adkins (2)
Mr. J. N. Day
Mr. R. C. Davison
Mr. E. S. Freedman

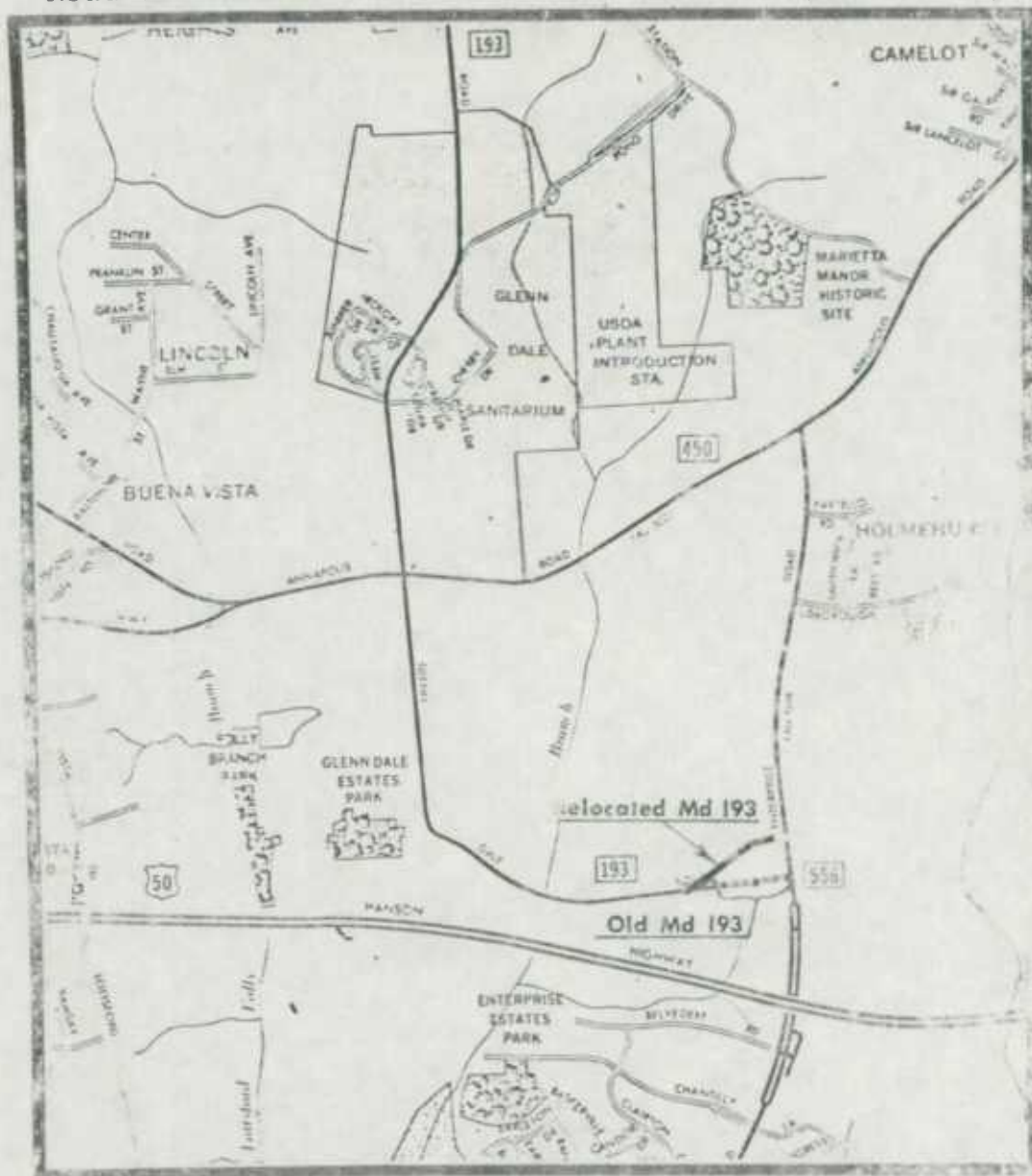
Mr. T. Hicks
Mr. C. P. Hyatt (2)
Mr. P. S. Jaworski
Mr. A. T. Landon, Jr.
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mrs. E. K. Roche
Mr. R. Weaver
Secretary's File



2021-10-10 10:10:10

Road Transfer

Prince George's County



Md. 193 (Old Glenn Dale Road) - from Md. 556 to a point approximately 850' west of Md. 556. A total distance of \pm 0.16 mile.

THIS AGREEMENT made this 17th day of November, 1981 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince George's County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof with the governing bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County", party of the second part, has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration", party of the first part, does hereby transfer into the "County", party of the second part, and the "County" does hereby accept from the "Highway Administration" title to, jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the

County Highway System.

Md. 193 (Old Glenn Dale Road) - from Md. 556 to a point approximately 850' west of Md. 556. A total distance of \pm 0.16 mile.


IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the foregoing section of State Highway is subject to the following conditions:

1. The effective date of the Transfer shall be upon completion of construction Contract No. P 658-501-377.
2. The foregoing mileage will be included in the County inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional \pm 0.16 mile in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said road is made on an as-is basis which pertains to the existing condition of the road involved including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED, that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described section of "State" constructed highway to the "County", party of the second part, conveying all right, title, and interest of the "State" to the "County", subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.

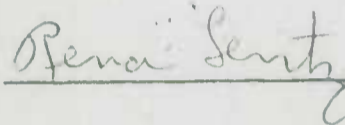
IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

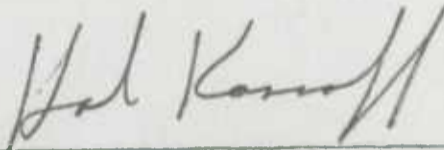
RECOMMENDED FOR APPROVAL:


Chief, Bureau of Highway
Statistics

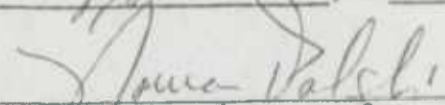
STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF
TRANSPORTATION

WITNESS:

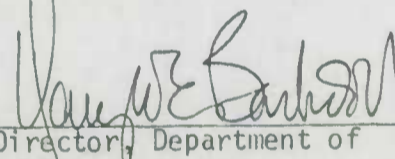


By: 
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 17 day of
Nov, 19 51.

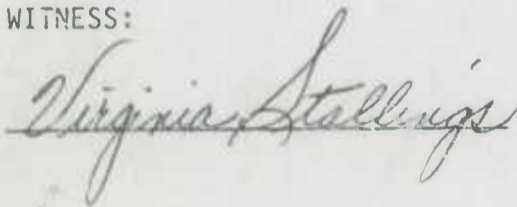

Assistant Attorney General

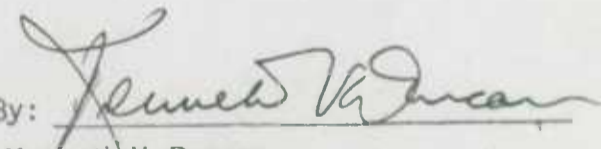
RECOMMENDED FOR APPROVAL:


Director, Department of
Public Works and
Transportation

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS:



By: 
Kenneth V. Duncan
Chief Administrative Officer

Approved as to form and legal
sufficiency this 20th day of
Oct, 19 51.


County Attorney

MEMORANDUM OF ACTION OF DIRECTOR HAL KASSOFF
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

November 19, 1981

Director Hal Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement, dated November 17, 1981, between the State Highway Administration and Prince George's County, Maryland, relative to the transfer by the Administration to the County of the following described section of state constructed road subject to the conditions more fully set forth in the agreement.

Kaverton Road - from Marlboro Pike (Co. 3074)
northerly to road end.
A total distance of \pm 0.20 mile.

Said agreement had previously been executed by the Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

cc: Mr. J. F. Gottemoeller
Mr. W. K. Lee, III
Mr. G. E. Dailey
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. E. T. Camponeschi
Mr. S. Adkins
Mr. R. C. Davison
Mr. J. N. Day
Mr. E. S. Freedman

Mr. T. Hicks
Mr. C. P. Hyatt (2)
Mr. P. S. Jaworski
Mr. A. T. Landon, Jr.
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mrs. E. K. Roche
Mr. R. Weaver
Secretary's File



Kaverton Road - from Marlboro Pike
(Co. 3074) northerly to road
end. A total distance of
+ 0.20 mile.

THIS AGREEMENT made this 17th day of November, 1981 and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince George's County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof with the governing bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for maintenance of any County or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described section of road which was maintained by the "Highway Administration" to the "County" and the "County", party of the second part, has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration", party of the first part, does hereby transfer unto the "County", party of the second part, and the "County" does hereby accept from the "Highway Administration" title to, jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Kaverton Road - from Marlboro Pike (Co. 3074) northerly
to road end. A total distance of \pm 0.20 mile.


IT IS UNDERSTOOD AND AGREED between the parties hereto that
conveyance of the foregoing section of State Highway is subject to the
following conditions:

1. The effective date of transfer shall be upon complete
approval and execution of this agreement.
2. The foregoing mileage will be included in the County
inventory as of December 1st of the year following the date
as set forth in Item 1 above.
3. The basis for the allocation of funds will include the
additional \pm 0.20 mile in the allocation to the County
beginning July 1st of the year following the date as set
forth in Item 2 above.
4. The transfer of said road is made on an as-is basis which
pertains to the existing condition of the road involved
including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over and responsibility
for the maintenance of said road as of the effective date
of transfer.

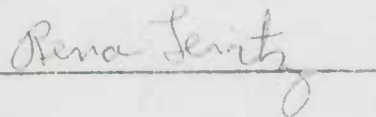
IT IS FURTHER UNDERSTOOD AND AGREED, that the "Highway Administration
party of the first part, will hereafter prepare a deed of conveyance for the
above described section of "State" constructed highway to the "County", party
of the second part, conveying all right, title, and interest of the "State"
to the "County", subject to the approval of the State Highway Administration
and the Board of Public Works of Maryland.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

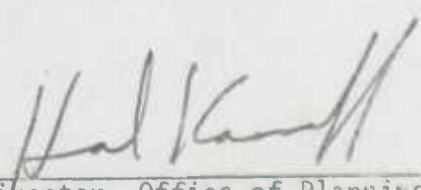
RECOMMENDED FOR APPROVAL:


Chief, Bureau of Highway
Statistics

WITNESS:




STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

By: 
Director, Office of Planning
and Preliminary Engineering

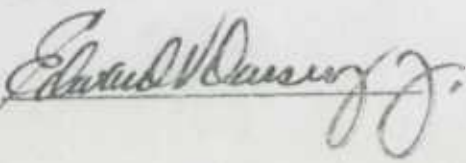
Approved as to form and legal
sufficiency this 17 day of
May, 19 81.


Assistant Attorney General

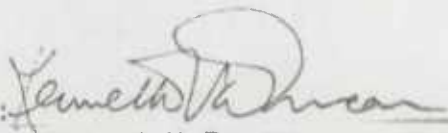
RECOMMENDED FOR APPROVAL:


Director, Department Of
Public Works and
Transportation

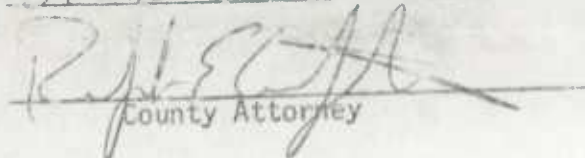
WITNESS:



PRINCE GEORGE'S COUNTY, MARYLAND

By: 
Kenneth V. Duncan
Chief Administrative Officer

Approved as to form and legal
sufficiency this 9th day of
October, 19 81.


County Attorney

12-15

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary

M. S. Caltrider
Administrator

G R E E N B E L T

November 28, 1978

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

Mr. Jodie McDaugald, Mayor
5700 Berwyn Road
Berwyn Heights, Maryland 20740

RE: Maryland Route 251
Prince George's County

Dear Mr. McDaugald:

On October 27, 1978 the State Highway Administration accepted for maintenance the reconstruction of Maryland Route 251 (58th Ave.) as completed under the terms of State Contract P-350-501-377.

Therefore, in keeping with the agreement of November 28, 1973 between the State Highway Administration and the Town of Berwyn Heights title for the section of 58th Avenue between Maryland Route 193 and Maryland Route 434 is transferred to the Town of Berwyn Heights. The effective date of the transfer is October 27, 1978.

Although the title for the road has been transferred to the town, the several items of work outstanding on the project and as noted during the inspection on October 27, 1978 are now in progress and will be completed in a satisfactory manner before the contractor is released from his contractual obligations.

As Acting District Engineer, David I Curtin, indicated to you on October 27, 1978 the State Highway Administration will paint the initial barrier line on the roadway for the town. However, the town will have to provide me with a written commitment as to the location of that line within the roadway pavement. That information should be provided to me within the next few days, because the unmarked condition of the roadway is not in the best

My telephone number is 345-7100 X220

MU 0580
MD 251, between
MD 193 & MD 434

unpublished 1725 MS
see also 1725 MS

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
SecretaryM. S. Caltrider
AdministratorG R E E N B E L T

November 28, 1978

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770Mr. Jadie McDaugald, Mayor
5700 Berwyn Road
Berwyn Heights, Maryland 20740MOA
1/7/79RE: Maryland Route 251
Prince George's County

Dear Mr. McDaugald:

On October 27, 1978 the State Highway Administration accepted for maintenance the reconstruction of Maryland Route 251 (58th Ave.) as completed under the terms of State Contract P-350-501-377.

Therefore, in keeping with the agreement of November 28, 1973 between the State Highway Administration and the Town of Berwyn Heights title for the section of 58th Avenue between Maryland Route 193 and Maryland Route 434 is transferred to the Town of Berwyn Heights. The effective date of the transfer is October 27, 1978.

Although the title for the road has been transferred to the town, the several items of work outstanding on the project and as noted during the inspection on October 27, 1978 are now in progress and will be completed in a satisfactory manner before the contractor is released from his contractual obligations.

As Acting District Engineer, David I Curtin, indicated to you on October 27, 1978 the State Highway Administration will paint the initial barrier line on the roadway for the town. However, the town will have to provide me with a written commitment as to the location of that line within the roadway pavement. That information should be provided to me within the next few days, because the unmarked condition of the roadway is not in the best

My telephone number is 345-7100 X220

Mr. Jadie McDaugald, Mayor
November 28, 1978
Page 2

interests of the public nor of the town.

Very truly yours,

W. L. Shook
District Engineer

DIC/db

Attachments

cc: Mr. M. S. Caltrider
Mr. James W. Magill
Mr. Theodore W. Beaulieu ✓
Mr. Thomas Hicks
Mr. Guy Vance
Mr. Majid Shakib
Mr. Robert F. Fleming
Mr. John Teter
Mr. Robert E. Buckingham

Leach *P 6 Co*
Road Transfer

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
MONDAY, JANUARY 7, 1974

* * *

See letter
11/28/78

Administrator Evans executed duplicate copies of agreement dated November 28, 1973, between the State Highway Administration and the Town of Berwyn Heights, Maryland, relative to transfer by the Administration to the Town for maintenance purposes as part of the Town Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

MD0580
Md. 251 (58th Ave.) - From Md. 434 (Pontiac St.) to Md. 193
(Greenbelt Rd.), for a distance of 0.38+
mile.

Said agreement had previously been executed by the Town of Berwyn Heights, approved by Director, Office of Planning and Preliminary Engineering Hajzyk and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. I. C. Hughes
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider ✓
Mr. C. E. Caltrider
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. E. W. Kinney

Mr. A. W. Tate
Mr. C. W. Reese
Mr. H. H. Bowers
Mr. T. L. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Town of Berwyn Heights
Secretary's File
SHA-Prince George's County file

RECEIVED

JAN 15 1974

DISTRICT 13
STATE HIGHWAY
ADMINISTRATION

THIS AGREEMENT made this 28th day of November 1973, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Belwyn Heights, Maryland, hereinafter referred to as "Town," party of the second part.

and Section 2(d)
WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Towns of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Towns of Maryland are empowered to transfer Town roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance: and,

WHEREAS, it has been determined that the conveyance of the subject section of State road to the Town Highway System will result in a reduction in the cost of road maintenance: and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the State to the "Town," party of the second part, and the "Town" has agreed to accept the same as an integral part of the Town Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Highway Administration," party of the first part, does hereby transfer, convey and quitclaim unto the "Town" and the "Town," party of the second part, does hereby accept such transfer from the "Highway Administration" the following described section of State constructed road as a part of the Town Highway System:

Md. 251 (58th Ave.) - From Md. 434 (Pontiac St.) to Md. 193
(Greenbelt Rd.), for a distance of 0.35⁺
mile.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the foregoing section of the State Highway is subject to the following conditions:

1. That the "Highway Administration" will reconstruct Md. 251 to include the following improvements: 30' roadway width; all necessary storm drainage; closed section with curb and gutter; sidewalks, bothsides, for the entire length of the project. Also all work is to be located within the existing 50' right-of-way. All construction work to be according to "Highway Administration standards.
2. The foregoing mileage will be included in the Towns road inventory as of December 1, of the year following completion of the reconstruction by the "Highway Administration."
3. The basis for the allocation of funds will include the additional 0.38⁺ mile in the allocation to the "Town" beginning July 1, of the year following the year and date set forth in Item 2, hereof.
4. The effective date for the transfer of title to this section is the date of completion of the indicated improvements by the "Highway Administration" set forth in Item 1, hereof.
5. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 4, above.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: Bernard M. Evans
Bernard M. Evans
State Highway Administrator

APPROVED:

Robert J. Troszyk
Director, Office of Planning and
Preliminary Engineering

Approved as to form and legal
sufficiency this 4th day
of January, 1973.

James L. Hines
Administrative Special Attorney

ATTEST:

John L. Brunner
Clerk-Treasurer

BERWYN HEIGHTS, MARYLAND

By: G. E. Lauterbach
G. E. Lauterbach
Chairman, Town Commission

Approved as to form and legal
sufficiency this 4th day
of January, 1973.

Robert M. Hines
Town Attorney

RECEIVED

DEC 01 1978

BUREAU OF HIGHWAY
STATISTICS

File Copy
State to County

MEMORANDUM OF ACTION OF DIRECTOR, FREDERICK GOTTEMOELLER
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

May 19, 1977

Director Gottemoeller, Office of Planning and Preliminary Engineering, executed agreement dated May 19, 1977, between the State Highway Administration and Prince George's County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

Md. 408 - From Md. 223 easterly to the intersection of Brown Station Road, a distance of 3.60 \pm miles.

Md. 408A - From Dower House Road to Md. 223, a distance of 1.55 \pm miles.

Md. 408 - From U.S. 301 to Green Landing Road, a distance of 1.16 \pm miles.

Md. 980 - From Md. 408 to end of SHA maintenance, a distance of 0.56 \pm miles.

Said agreement had previously been executed by the Chief Administrative Officer of Prince George's County and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
F. Gottemoeller
J. N. Day
C. W. Reese
E. S. Freedman
W. F. Lins, Jr.

T. Hicks
E. J. Dougherty
C. P. Hyatt
C. Lee
P. S. Jaworski
R. C. Davison
T. W. Beaulieu
E. K. Roche
Prince George's County
Secretary's File
SHA - Prince George's County File

File 100
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THIS AGREEMENT made this 19th day of May, 197~~6~~⁷ by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince George's County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highways, or portions thereof, with the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County roads or portions thereof, with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject sections of State Roads to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the State to the "County", party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration", party of the first part, does hereby transfer unto the County, and the "County", party of the second part, does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State constructed roads for maintenance purposes, as part of the County Roads Systems:

*Approved Admin Review
Committee 1-28-77
V Stallings*

1. Md. 408 - From Md. 223 easterly to the intersection of Brown Station Road, a distance of 3.60 + miles.
(See Exhibit "A")
2. Md. 408A - From Dower House Road to Md. 223, a distance of 1.55 + miles.
(See Exhibit "A")
3. Md. 408 - From U.S. 301 to Green Landing Road, a distance of 1.16 + miles.
(See Exhibit "B")
4. Md. 980 - From Md. 408 to end of SHA maintenance, a distance of 0.56 + miles.
(See Exhibit "B")

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the foregoing sections of State constructed highways is authorized under the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1, 1976.
3. The basis for the allocation of funds will include the additional 6.87 miles in the allocation to the County beginning July 1, 1977.
4. The transfer of said roads are made on an As-Is-Basis which pertains to existing rights-of-way and to the existing condition of the roads involved, including all appurtenances and bridge structures.
5. The County accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

THE STATE HIGHWAY ADMINISTRATION OF THE
DEPARTMENT OF TRANSPORTATION

WITNESS:

Paul E. Beckwith Jr.

By: Frederick Stenver
Director, Office of Planning and
Preliminary Engineering

APPROVED:

Charles P. Harsh
Chief, Bureau of Highway
Statistics (Acting)

Approved as to form and legal sufficiency
this 12th day of July, 1977.

James S. Schaefer
Administrative Special Attorney

PRINCE GEORGE'S COUNTY, MARYLAND

ATTEST:

Virginia Stallings

By:

Robert W. Wilson - 2/21/77

Robert W. Wilson
Chief Administrative Officer

APPROVED:

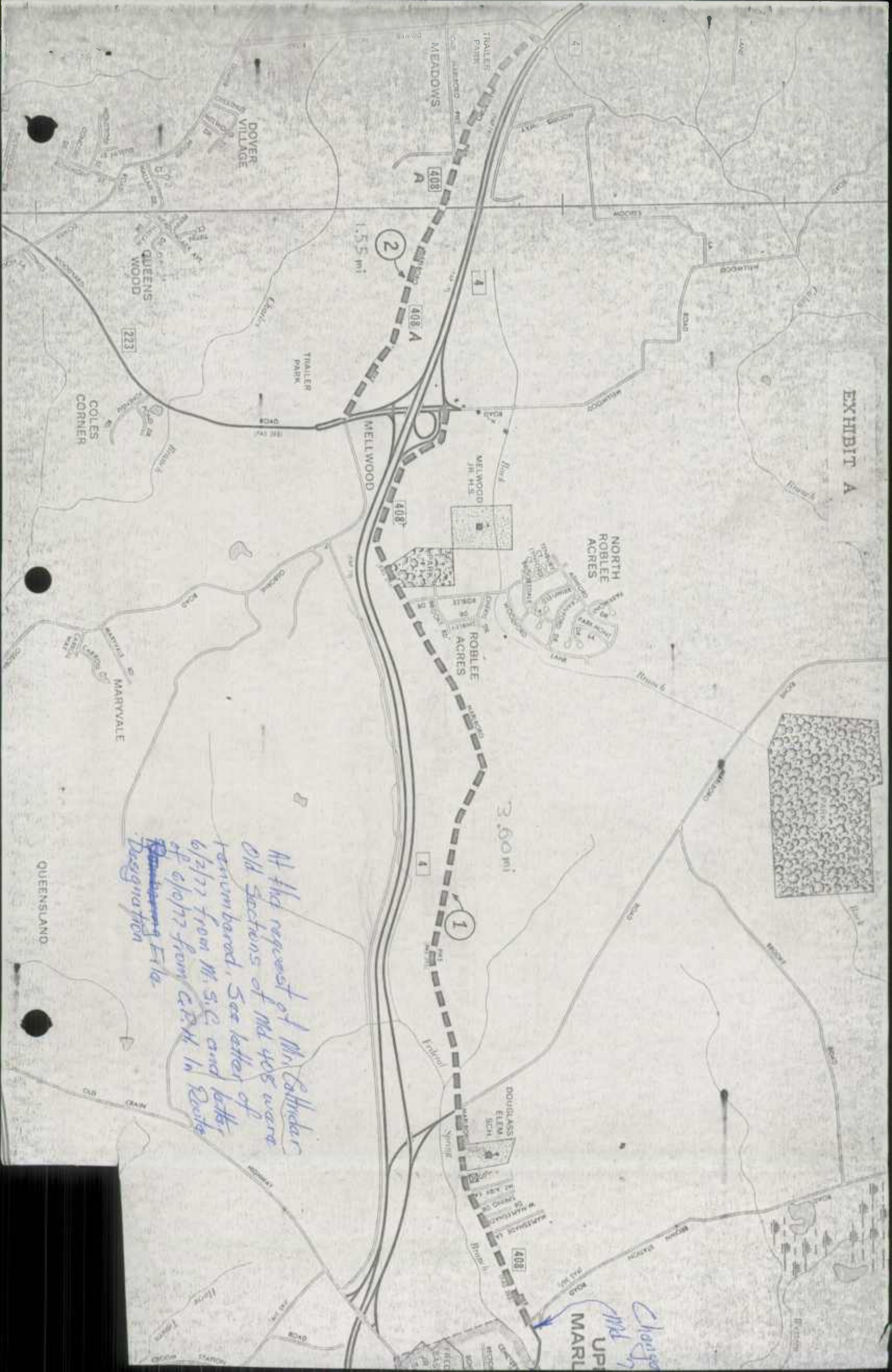
D. P. Duke

Director of Public Works
and Transportation

Approved as to form and legal sufficiency
this 26th day of January, 1977.

Alan John Seidecker
County Attorney

EXHIBIT A

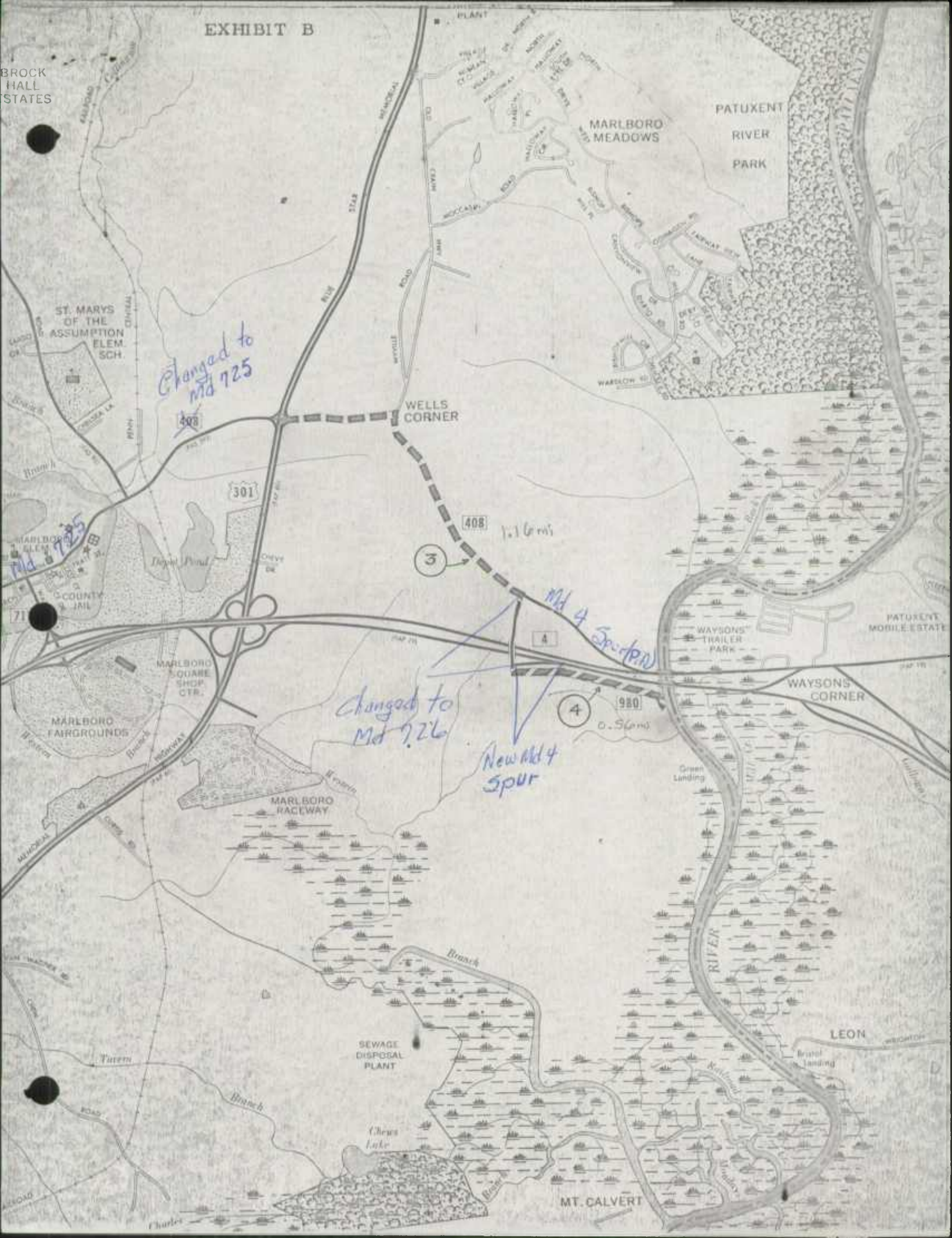


At the request of Mr. Callender
Old sections of Md 408 were
reunited. See letter of
6/2/77 from M. S.C. and letter
of 6/10/77 from C.P.H. in Route
Designation
Reunited File

Change
Md
UP
MARL

Handwritten text in a cursive script, likely a list or account, located in the lower right quadrant of the page. The text is written in dark ink and appears to be organized into columns or rows, though the specific characters are difficult to decipher due to the cursive style and fading. It includes various numbers and what might be names or descriptions of items.

BROCK
HALL
STATES



MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE
TUESDAY, MARCH 29, 1977

* * *

Deputy Administrator Friese executed triplicate copies of agreement dated March 29, 1977, between the State Highway Administration, Prince George's County, and National Railroad Passenger Corporation, wherein the parties set forth and establish their respective obligations and responsibilities in connection with High Speed Demonstration Project, Carter Avenue over AMTRAK, Contract P-264-000-378; FAP#RR-0018(23), in accordance with the terms and conditions more fully set forth therein.

Said agreement had been executed previously on behalf of the Railroad and the County, approved by Chief Engineer Downs, and approved as to form and legal sufficiency by Special Attorney Polski.

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. A. W. Tate
Mr. E. S. Freedman
Mr. I. C. Hughes
Mr. M. S. Caltrider
Mr. R. C. Pazourek
Mr. T. Hicks

Mr. C. W. Reese
Mr. D. E. Hambsch
Mr. W. L. Shook
Mr. W. F. Lins, Jr.
Mr. T. L. Cloonan ✓
Mr. H. Berger
Mr. J. L. White
Secretary's File
SHA-Prince George's County file
Contract P-264-000-378;FAP#RR-0018(23)

RECEIVED

MAR 31 1977

BUREAU OF HIGHWAY
STATISTICS

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, FEBRUARY 25, 1977

Administrator Evans executed the following deeds dated February 25, 1977, previously approved as to form and legal sufficiency by the office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

<u>Grantee</u>	<u>Conveyance</u>	<u>In Accordance With</u>
Henry T. Hartman <i>NOT PART of ANY System</i>	4.89+ acres of land in Howard County, being portion of former properties of Pedro Del Valle, Item 42436; Martin Neubauer, Item 52324, Contract HO-307-009-723	Approved sale of excess land at bid of \$12,200; initial deposit of \$1,000 as requested by bid form on file in Cashier's office.
Berman Enterprises <i>NOT PART of ANY System</i>	0.030+ acre of land in Howard and Prince George's Counties, being portion of former Hope Hatter property, Item 12921, Contract HO-202-002-315; <u>P-461-002-315</u>	Approved sale of excess land at bid of \$1,650; initial deposit of \$150 as requested by bid form on file in Cashier's office.
Carroll D. Porter and Mary R., wife <i>NOT PART of ANY System</i>	0.633+ acre of land in Calvert County, being portion of Old Right of Way of Former Md. Rte. 261, Contract C-312-003-571	Option, Item 68893 Contract C-312-003-571

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. J. B. Saunders
Mr. R. S. Bennett
Mr. R. C. Pazourek
Mr. E. J. Trexler
Mr. T. L. Cloonan ✓
Mr. C. E. Raith
Mr. M. S. Caltrider
Mr. A. L. Gardner
Mr. A. M. Schwalier
Mr. R. E. Guest
Bd. of Public Works of Md.
Secretary's File (3)
Contract File (3)

April 5, 1976

Contract No: Ho 202-002-315
P 461-002-515
Laurel Bypass

Re: Request for abandonment of
Certain Paper Streets within
State Highway Administration
Property - Known as Laurel Shop
at Second Street - City of Laurel,
Maryland

Mr. Bernard Evans
Administrator
State Highway Administration
Baltimore, Maryland 21203

Dear Mr. Evans:

District Engineer, M. S. Caltrider requested the assistance of the Office of Real Estate in October, 1974, in securing the abandonment of portions of Second Street and Talbott Avenue in favor of the State Highway Administration.

The two subject streets, which are indicated on the attached copy of State Highway Administration plat no.: 45410, have never been improved or developed as public thoroughfares and are merely "paper public dedications." No persons can suffer from the abandonment and our Special Assistant Attorney General concurs in and has signed the attached original and two copies of The Petition For Abandonment.

At a later date, signs will be posted informing the public of proceedings to be conducted to abandon the subject streets and an order will be issued by the Judge of the Circuit Court of Prince Georges' County to do so.

The enclosed copies of The Petition For Abandonment should be returned to our office for further processing after being signed by you.

Very truly yours,

Calvin W. Reese, Director
Office of Real Estate

DWR:DEM:cth

Enclosures.

cc: Nolan H. Rogers
J. Francis Curran
M. S. Caltrider
D. R. Schneider

LEO E. WILSON

Mayor

PAUL B. RODBELL, City Solicitor

RICHARD L. GONZALES, Clerk-Treasurer

MICHAEL E. PETRENKO, City Supervisor



COUNCIL

D. CRAIG HORN, At Large, President

ROBERT J. DIPIETRO, First Ward

JAMES ALEXANDER FORSYTH, Second Ward

JAMES E. CROSS III, Third Ward

FRANK MAX SALINGER, Fourth Ward

*Abandonment of Paper
Sts. Not In Co. System*

MAYOR AND CITY COUNCIL OF LAUREL

725-5300

792-9047

350 MUNICIPAL SQUARE
LAUREL, MARYLAND 20810

COUNCIL MEETS SECOND AND FOURTH
MONDAYS OF EACH MONTH

November 12, 1976

Mr. Bernard M. Evans, Administrator
Maryland State Highway Administration
Post Office Box 717
Baltimore, Maryland 21203

Dear Mr. Evans:

This is to officially notify you that the Mayor and City Council of Laurel, at its regular meeting held on Monday, November 8, 1976, resolved to "abandon" two paper streets, their approximate location being east of what is now known as Second Street, and to the north of what is now known as Maryland Route 198, said streets being known as parts of First Street and Talbott Avenue.

A copy of the Resolution is enclosed.

Very truly yours,

Michael E. Petrenko
Michael E. Petrenko
City Supervisor

Enclosure

cc: Mr. Northram B. Friese, Deputy
Administrator
Mr. David E. Hambsch, Assistant
Chief
Chessie System
Mr. Jerome Stanbury
Mrs. Eleanor Wolter

MEP:rmc

CC: Nolan H. Rogers
M. S. Caltrider
G. W. Reese
R. J. Hajzyk

RECEIVED

NOV 18 1976

DIRECTOR, OFFICE OF
PLANNING & PRELIMINARY ENGINEERING

2016-1011-15
2454-15
226-437-31
241-416-31

RESOLUTION ABANDONING TWO PAPER
STREETS KNOWN AS FIRST STREET
AND TALBOTT AVENUE

WHEREAS, on February 10, 1891, an ordinance was adopted by the Mayor and City Council of Laurel, establishing the Map, Surveys and Grades of Laurel by B. J. Dashield, Jr. as the legal map for the City of Laurel; and

WHEREAS, this map indicates the approximate location of two "streets" to the East of what is now known as Second Street, and to the North of what is now known as Maryland Route 198, and called First Street and Talbott Avenue; and

WHEREAS, these two "streets" have become "paper streets" in that they were never improved or developed as public thoroughfares; and

WHEREAS, these "paper streets" do not appear to be shown on any recorded subdivision plat within the land records of Prince George's County; and

WHEREAS, in 1974, the Mayor and City Council of Laurel adopted and approved the City of Laurel Comprehensive Master Plan, a part of which addresses transportation and roads; and

WHEREAS, this Comprehensive Plan does not address these "paper streets" as being a part of the transportation system for the City of Laurel; and

WHEREAS, the Mayor and City Council of Laurel cannot foresee any future inclusion of these "paper streets" within the transportation planning for the City of Laurel; and

WHEREAS, these "paper streets" have been utilized by the State Highway Administration for a variety of uses, some of which are not oriented to vehicular traffic; and

WHEREAS, the two abutting property owners, namely, the Chessie System and Berwyn Fuel, Inc., have voiced no objections to abandoning these "paper streets"; and

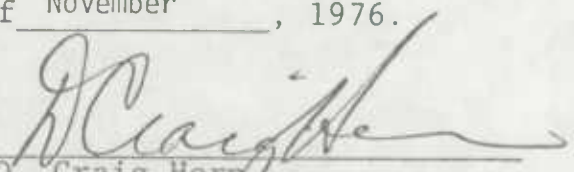
WHEREAS, the State Highway Administration has requested the Mayor and City Council of Laurel to abandon two streets which lie within the State Highway Administration - Laurel Shop property, located at Second Street, north of Maryland Route 198; and

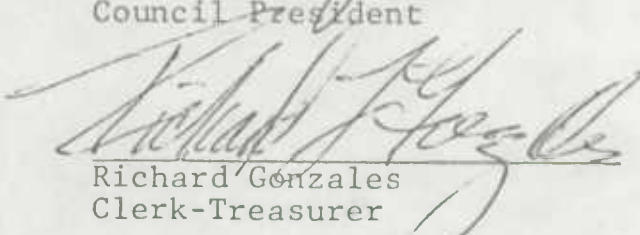
WHEREAS, the attached map, which is made a part of this resolution, shows the locations outlined in blue with red border, of these two streets;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF LAUREL THAT: The Mayor and City Council of Laurel do hereby "abandon" these two aforementioned "paper streets".


BE IT FURTHER RESOLVED by the Mayor and City Council of Laurel that this Resolution shall take effect from the date of passage.

PASSED this 8th day of November, 1976.


D. Craig Horn
Council President


Richard Gonzales
Clerk-Treasurer

APPROVED this 8th day of November, 1976.


Leo E. Wilson
Mayor



Maryland Department of Transportation

State Highway Administration

*Md 208 State to
Town of Brentwood*

Harry R. Hughes
Secretary

Bernard M. Evans
Administrator

February 3, 1976

MEMORANDUM

TO: Messrs. N. B. Frieese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
R. J. Hajzyk
C. E. Caltrider
C. W. Reese
E. S. Freedman
T. Hicks
E. J. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. T. Neukam
Mrs. E. K. Roche
Prince George's County
(Town of Brentwood)
Secretary's File
SHA - Prince George's County
File (Town of Brentwood)

FROM: Clyde P. Hyatt, Chief
Records Statistics Section
Bureau of Highway Statistics

Clyde P. Hyatt

SUBJECT: Road Transfer Agreement - Town of Brentwood

Attached is an Amended Memorandum of Action dated February 3, 1976 relative to the transfer of Md. 208 to the Town of Brentwood.

In the original submission, the Memorandum stated that the Town of Brentwood was located in Montgomery County. This is incorrect since Brentwood is in Prince George's County. Please substitute this Amended Memorandum for the one that was sent to you dated January 28, 1976.

CPH:daw

Attachment

AMENDED

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

February 3, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated January 28, 1976 between the State Highway Administration and the Town of Brentwood, Prince George's County, Maryland, relative to transfer of the Town Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

38th Avenue (Md. 208) - From Rhode Island Avenue
(U.S. 1) Northerly to the Brentwood Town Line
at the Northwest Branch of the Anacostia River,
a distance of 0.70 miles. (Does not include bridge
over Northwest Branch of Anacostia River.)

Said agreement had previously been executed by the Mayor of the Town of Brentwood and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies:	Mr. N. B. Friese	Mr. E. J. Dougherty
	Mr. H. G. Downs	Mr. T. L. Cloonan
	Mr. A. W. Tate	Mr. C. Lee
	Mr. L. E. McCarl	Mr. P. S. Jaworski
	Mr. R. C. Pazourek	Mr. R. C. Davison
	Mr. M. S. Caltrider	Mr. J. T. Neukam
	Mr. R. J. Hajzyk	Mrs. E. K. Roche
	Mr. C. E. Caltrider	Prince George's County
	Mr. C. W. Reese	(Town of Brentwood)
	Mr. E. S. Freedman	Secretary's File
	Mr. T. Hicks	SHA - Prince George's County
		File (Town of Brentwood)

Transfer: MD208
to Brentwood 38th Ave
for US 1 to Carlinville

1870

AMENDED

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

February 3, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering executed agreement dated January 28, 1976 between the State Highway Administration and the Town of Brentwood, Prince George's County, Maryland, relative to transfer of the Town Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

38th Avenue (Md. 208) - From Rhode Island Avenue
(U.S. 1) Northerly to the Brentwood Town Line
at the Northwest Branch of the Anacostia River,
a distance of 0.70 miles. (Does not include bridge
over Northwest Branch of Anacostia River.)

Said agreement had previously been executed by the Mayor of the Town of Brentwood and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies:	Mr. N. B. Friese	Mr. E. J. Dougherty
	Mr. H. G. Downs	Mr. T. L. Cloonan
	Mr. A. W. Tate	Mr. C. Lee
	Mr. L. E. McCarl	Mr. P. S. Jaworski
	Mr. R. C. Pazourek	Mr. R. C. Davison
	Mr. M. S. Caltrider	Mr. J. T. Neukam
	Mr. R. J. Hajzyk	Mrs. E. K. Roche
	Mr. C. E. Caltrider	Prince George's County
	Mr. C. W. Reese	(Town of Brentwood)
	Mr. E. S. Freedman	Secretary's File
	Mr. T. Hicks	SHA - Prince George's County
		File (Town of Brentwood)

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

January 28, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated January 28, 1976 between the State Highway Administration and the Town of Brentwood, Montgomery County, Maryland, relative to transfer of the Town Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

38th Avenue (Md. 208) - From Rhode Island Avenue (U.S. 1)
Northerly to the Brentwood Town Line at the Northwest
Branch of the Anacostia River, a distance of 0.70 miles.
(Does not include bridge over Northwest Branch of
Anacostia River.)

Said agreement had previously been executed by the Mayor of the Town of Brentwood and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: Mr. N. B. Friesse
Mr. H. G. Downs
Mr. A. W. Tate
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. R. J. Hajzyk
Mr. C. E. Caltrider
Mr. C. W. Reese
Mr. E. S. Freedman
Mr. T. Hicks

Mr. E. J. Dougherty
Mr. T. L. Cloonan
Mr. C. Lee
Mr. P. S. Jaworski
Mr. R. C. Davison
Mr. J. T. Neukam
Mrs. E. K. Roche
Montgomery County (Town of
Brentwood)
Secretary's File
SHA - Montgomery County File
(Town of Brentwood)

TRANSFERRED TO TOWN

MOUNT RANIER

HYATTSVILLE

LEGEND

DIVIDED HIGHWAY	=====
NUMBERED HIGHWAY	=====
MUNICIPAL ROAD	=====
PROJECTED ROAD	-----
BRIDGE - SPAN 20' OR MORE	=====
INTERSTATE NUMBERED HIGHWAY	=====
U.S. NUMBERED HIGHWAY	=====
STATE NUMBERED HIGHWAY	=====
POST OFFICE	+
SCHOOL	▲
TOWN HALL OR COMMUNITY HALL	▲
COURTHOUSE	▲
HOSPITAL	+
HIGHWAY GARAGE	+
POLICE STATION	+
FIRE ENGINE HOUSE	+

BRENTWOOD
PRINCE GEORGES CO.

MARYLAND

PREPARED BY THE

STATE HIGHWAY ADMINISTRATION

DIVISION OF PLANNING

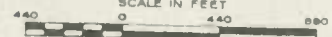
IN COOPERATION WITH THE

U.S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

1975
1975

SCALE IN FEET



THIS AGREEMENT, made this 28th day of January, 1976,
by and between the State Highway Administration of the Department of
Transportation of Maryland, hereinafter referred to as "Highway Adminis-
tration," party of the first part, and the Town of Brentwood, Maryland,
hereinafter referred to as "Town," party of the second part, WITNESS:

WHEREAS, the "Town," party of the second part proposes to recon-
struct 38th Avenue (Md. 208) from Rhode Island Avenue (U.S. 1) to the
Brentwood Town Line; and

WHEREAS, the parties hereto are desirous of cooperating, each
with the other, in accomplishing the herein proposed highway improvement
and desire to enter into an agreement to state more fully the terms and
conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for
and in consideration of the sum of \$1.00 payable by each party hereto to
the other, the receipt whereof is hereby acknowledged, and in further
consideration of the mutual consent hereinafter set forth to be kept and
performed, the parties hereto do hereby agree as follows:

- 1) That the "Highway Administration" will be responsible
in the future to reimburse the "Town" for the cost of
removing the existing curb down to the flow line of
the pavement in areas where curb and sidewalk exist
at the present time. The "Highway Administration"
would also be responsible for the proportion of cost
to replace the curb when it is replaced as a part of
a monolithic pour with the sidewalk.
- 2) The contract for this curb repair and sidewalk re-
placement would be let by the "Town" and the "High-
way Administration" would have the right to review
and approve low bids as they affect the curb removal
and replacement as a part of the total project.

Upon completion of the highway improvement and without the
necessity of any further agreement between the parties hereto, the "High-
way Administration," party of the first part does hereby transfer, convey

RECEIVED

JAN 14 1976

DISTRICT #3
STATE HIGHWAY
ADMINISTRATION

and quitclaim unto the "Town" and the "Town," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described section of State Highway as part of the Town Street System:

38th Avenue (Md. 208) - From Rhode Island Avenue (U.S. 1) Northerly to the Brentwood Town Line at the Northwest Branch of the Anacostia River a distance of 0.70 miles. (Does not include bridge over Northwest Branch of Anacostia River.)

IT IS UNDERSTOOD AND AGREED between the parties that the change in the status of the foregoing section of State highway is authorized under the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1, 1976.
3. The basis for the allocation of funds will include the additional 0.70 miles in the allocation to the "Town" beginning July 1, 1977.
4. The transfer of said road is made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures; however, this does not include the bridge carrying Md. 208 over the Northwest Branch of the Anacostia River.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Clyde P. Hyatt

By: Robert J. Grogan
Director, Office of Planning and
Preliminary Engineering

APPROVED:

John L. Brown
Chief, Bureau of Highway
Statistics

Approved as to form and legal sufficiency
this 16th day of January, 1976.

John L. Brown
Administrative Special Attorney

ATTEST:

TOWN OF BRENTWOOD, MARYLAND

Arthur A. Albert

By:

W. P. Smith
Mayor

APPROVED:

Approved as to form and legal sufficiency
this 2nd day of JANUARY, 1976.

Cedric B. Samuel
Town Engineer

Charles E. Smith
Town Attorney

MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE
MONDAY, FEBRUARY 3, 1975

* * * *

Deputy Administrator Friese executed triplicate copies of agreement dated December 5, 1974, between the Penn Central Transportation Company and the State Highway Administration in connection with the Administration's reconstruction of Lanham Bridge into dual highway bridges over, above, and across the tracks of the Railroad on Md. 450, at the Administration's sole cost and expense, in accordance with the terms and conditions more fully set forth therein. (Contract P-185-3-371)

Said agreement had been executed previously on behalf of the Railroad, approved by Chief Engineer Downs, and approved as to form and legal sufficiency by Special Attorney Baer.

Copy: Mr. N. B. Friese

Mr. H. G. Downs

Mr. L. E. McCarl

Mr. E. S. Freedman

Mr. C. W. Reese

Mr. A. W. Tate

Mr. I. C. Hughes

Mr. M. S. Caltrider

Mr. R. C. Pazourek

Mr. R. J. Hajzyk

Mr. T. Hicks

Mr. D. E. Ramsbach

Mr. W. L. Shook

Mr. W. F. Lins, Jr.

Mr. T. L. Cloonan ✓

Mr. H. Berger

Secretary's file

SHA-Prince George's County file

Contract P-185-3-371

RECEIVED

FEB 4 1975

**BUREAU OF HIGHWAY
STATISTICS**

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
WEDNESDAY, DECEMBER 18, 1974

* * * * *

Administrator Evans executed triplicate copies of agreement dated July 19, 1974 between the Penn Central Transportation Company and the State Highway Administration, covering the installation of Cantilever Overhead flashing signals and automatic gates at the intersection of U.S. 301 grade crossing of Pope's Creek Secondary Track in Prince George's County, Contract P-364X-317; FAP#F-PG-960-1(1), subject to the conditions more fully set forth therein. *at Upper Marlboro*

Said agreement had been executed previously on behalf of the Railroad, approved by Chief Engineer Downs, and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. N. B. Frieese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. T. Hicks
Mr. A. W. Tate
Mr. I. C. Hughes
Mr. M. S. Caltrider
Mr. R. C. Pazourek
Mr. R. J. Hajzyk
Mr. C. R. Shinham

Mr. H. B. Felter
Mr. W. L. Shook
Mr. W. F. Lins, Jr.
Mr. T. L. Cloonan ✓
Mr. H. Berger
Secretary's file
SHA-Prince George's County
Contract P-364X-317

RECEIVED

DEC 19 1974

**BUREAU OF HIGHWAY
STATISTICS**

Prince Georges Co
Md 412 (Riverdale Rd.)
Trans. to Town of Riverdale

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
JUNE 20, 1974

Director, Hajzyk, Office of Planning and Preliminary Engineering executed agreement dated June 20, 1974, between the State Highway Administration and the Town of Riverdale, Maryland, relative to transfer by the Administration to the Town for maintenance purposes as part of the Town Highway System, of the following described section of State constructed roads, subject to the conditions more fully set forth in the agreement:

Md. 412 (Riverdale Road) - From U.S. 1 to Rhode Island
Avenue for a distance of 0.19 $\frac{1}{2}$ mile.

Said agreement had previously been executed by the Mayor of the Town of Riverdale, and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copy: Mr. N.B. Friese ✓
Mr. H.G. Downs ✓
Mr. A.W. Tate ✓
Mr. L.E. McCarl ✓
Mr. R.C. Pazourek ✓
Mr. M. S. Caltrider ✓
Mr. R.J. Hajzyk ✓
Mr. C.E. Caltrider ✓
Mr. C.W. Reese ✓
Mr. H.H. Bowers ✓

Mr. T. Hicks ✓
Mr. E. Dougherty ✓
Mr. T.L. Cloonan
Mr. C. Lee ✓
Mr. P.S. Jaworski ✓
Mr. R.C. Davison ✓
Mr. J.V. Lentz ✓
Miss D.J. Sinners ✓
Tn. of Riverdale, Pr. Geo. Co.
Secretary's File
SHA-File

Md 412 Riverdale Rd
transfer to Riverdale

(27-10-1954) Sub. 604

27-10-1954



Prince Georges Co
Md 412 (Riverdale Rd.)
Trans. to Town of Riverdale

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
JUNE 20, 1974

Director, Hajzyk, Office of Planning and Preliminary Engineering executed agreement dated June 20, 1974, between the State Highway Administration and the Town of Riverdale, Maryland, relative to transfer by the Administration to the Town for maintenance purposes as part of the Town Highway System, of the following described section of State constructed roads, subject to the conditions more fully set forth in the agreement:

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Avenue for a distance of 0.19 $\frac{1}{2}$ mile.

Said agreement had previously been executed by the Mayor of the Town of Riverdale, and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copy: Mr. N.B. Friesche ✓
Mr. H.G. Downs ✓
Mr. A.W. Tate ✓
Mr. L.E. McCarl ✓
Mr. R.C. Pazourek ✓
Mr. M. S. Caltrider ✓
Mr. R.J. Hajzyk ✓
Mr. C.E. Caltrider ✓
Mr. C.W. Reese ✓
Mr. H.H. Bowers ✓

Mr. T. Hicks ✓
Mr. E. Dougherty ✓
Mr. T.L. Cloonan
Mr. C. Lee ✓
Mr. P.S. Jaworski ✓
Mr. R.C. Davison ✓
Mr. J.V. Lentz ✓
Miss D.J. Sinners ✓
Tn. of Riverdale, Pr. Geo. Co.
Secretary's File
SHA-File

THIS AGREEMENT made this 20th day of June 1974, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and the Mayor and Council of Riverdale, Maryland, hereinafter referred to as "Town Council," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Towns of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Towns of Maryland are empowered to transfer Town roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State road to the Town Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the State to the "Town Council," party of the second part, and the "Town Council" has agreed to accept the same as an integral part of the Town Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Highway Administration," party of the first part, does hereby transfer, convey and quitclaim unto the "Town Council" and the "Town Council," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described section of State constructed road as a part of the Town Highway System:

Md. 412 (Riverdale Rd.) - From U.S. 1 to Rhode Island Ave.,
for a distance of 0.19¹/₂ mile.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the foregoing section of the State Highway is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1, 1974.
3. The basis for the allocation of funds will include the additional 0.19¹/₂ mile in the allocation to the Town beginning July 1, 1975.
4. The transfer of said road is made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

By: Robert J. Harwood
Director, Office of Planning and Preliminary Engineering

Charles P. Smith

Approved as to form and legal sufficiency this 17th day of June, 1974.

APPROVED:

By: James I. McEwen
Administrative Special Attorney

Miss D. L. Green
Chief, Bureau of Highway Statistics

MAYOR AND TOWN COUNCIL OF RIVERDALE
PRINCE GEORGES COUNTY, MARYLAND

ATTEST:
Rebecca Hunt
Town Clerk

By: Henry T. Hume
Mayor

Approved as to form and legal sufficiency this 27th day of June, 1974.

Robert A. Prewitt
Town Attorney

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

JANUARY 22, 1974

Director Hajzyk, Office of Planning and Preliminary Engineering executed agreement dated May 18, 1973, between the State Highway Administration and Prince Georges County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

Co 70 Md. 997 (Brock Bridge Rd.) - From Md. 197 to Brock Bridge Rd.
(Co. Rd. 3049) for a total distance of 0.10[±] mile.

Co 265 Kilmer St. - From Old Landover Rd. (Co. Rd. 1734) to Md. 202
for a total distance of 0.06[±] mile.

Co 3586 Acton Rd. - From Henderson Rd. (Co. Rd. 599) to Keppler Rd.
Co. Rd. 598) for a total distance of 0.11[±] mile.

Co 3583 Wilkerson Dr. - From Md. 414 to Park Blvd. (Co. Rd. 411) for
a total distance of 0.09[±] mile.

Said agreement had previously been executed by the County Executive of Prince Georges County, and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. A. W. Tate
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. R. J. Hajzyk
Mr. C. E. Caltrider
Mr. C. W. Reese
Mr. H. H. Bowers

Mr. T. Hicks
Mr. E. Dougherty
Mr. T. L. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Mr. R. C. Davison
Mr. J. V. Lentz
Miss D. J. Sinners
Prince Georges County
Secretary's File
SHA-Prince Georges County File

THIS AGREEMENT made this 18th day of May, 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Prince George's County, Maryland, hereinafter referred to as "County" party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland, is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the "Highway Administration", party of the first part, agrees to transfer the following described sections of roads, constructed by the State, to the "County", party of the second part, and the "County" agrees to accept same for maintenance and snow removal purposes as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt thereof is hereby acknowledged, the "Highway Administration", party of the first part, does hereby transfer to the "County", party of the second part, and the "County", party of the second part, does hereby accept from the "Highway Administration", the following described sections of State constructed roads for maintenance purposes as part of the County Highway System.

- | | |
|----------------------------|--|
| Md. 997 (Brock Bridge Rd.) | - From Md. 197 to Brock Bridge Road (Co. Rd. 3049) for a total distance of 0.10 ± mile. |
| Kilmer Street | - From Old Landover Road (Co. Rd. 1734) to Md. 202 for a total distance of 0.06 ± mile. |
| Acton Road | - From Henderson Rd. (Co. Rd. 599) to Keppler Rd. (Co. Rd. 598) for a total distance of 0.11 ± mile. |
| Wilkerson Drive | - From Md. 414 to Park Blvd. (Co. Rd. 411) for a total distance of 0.09 ± mile. |

IT IS UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the foregoing section of State constructed highway is authorized under the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1, 1973.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the "County" beginning July 1, 1974.
4. The transfer of said road is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be authorized the day and year first above written.

WITNESS:

[Signature]

~~STATE HIGHWAY ADMINISTRATION OF MARYLAND~~

~~BY~~

~~State Highway Administrator~~

Approved as to form and legal
sufficiency this 22nd day
of January, 1974.

APPROVED:

Robert G. Grogg
Director, Office of Planning and
Preliminary Engineering

James L. Fisher
Adm. Special Attorney

ATTEST:

Virginia Stalling

PRINCE GEORGE'S COUNTY, MARYLAND

By *William W. Gullett*
County Executive

Approved as to form and legal
sufficiency this 18th day
of MAY, 1973.

Recommended for Approval

By *John H. Hargrave*
Director of Public Works

Alan John Leidecker
County Attorney



Maryland Department of Transportation

State Highway Administration

Mr. Thomas L. Cloonan
Chief, Bureau of Highway
Statistics

Harry R. Hughes
Secretary
Bernard M. Evans
Administrator

Please Reply To:
M. S. Caltrider
District Engineer
9300 Kenilworth Avenue
Greenbelt, Md. 20770

GREENBELT

May 11, 1973

*Md 4 Bus. Trans
to County*

Mr. John H. Marburger
Director
Department of Public Works
and Transportation
8400 D'Arcy Road
Forestville, Maryland 20028


Business Route 4

Dear Mr. Marburger:

Reference is made to the Business Route 4 Road Transfer Agreement executed on November 20, 1969 and Mr. Paul C. Staibus' recent inquiry concerning the 0.91 miles reconstructed in accordance with State Highway Administration Project P 839-022-371.

This project has now been completed and accepted by the State Highway Administration. There are several minor items which I have directed the Contractor to correct. However, these items do not relate to the physical maintenance of the highway. Therefore, effective this date, Maryland Business Route 4 from Boones Lane to the road end near the Capital Beltway (I-495) is transferred to the Prince George's County for maintenance purposes and is to be a part of the County Highway System.

Very truly yours,


M. S. Caltrider
District Engineer

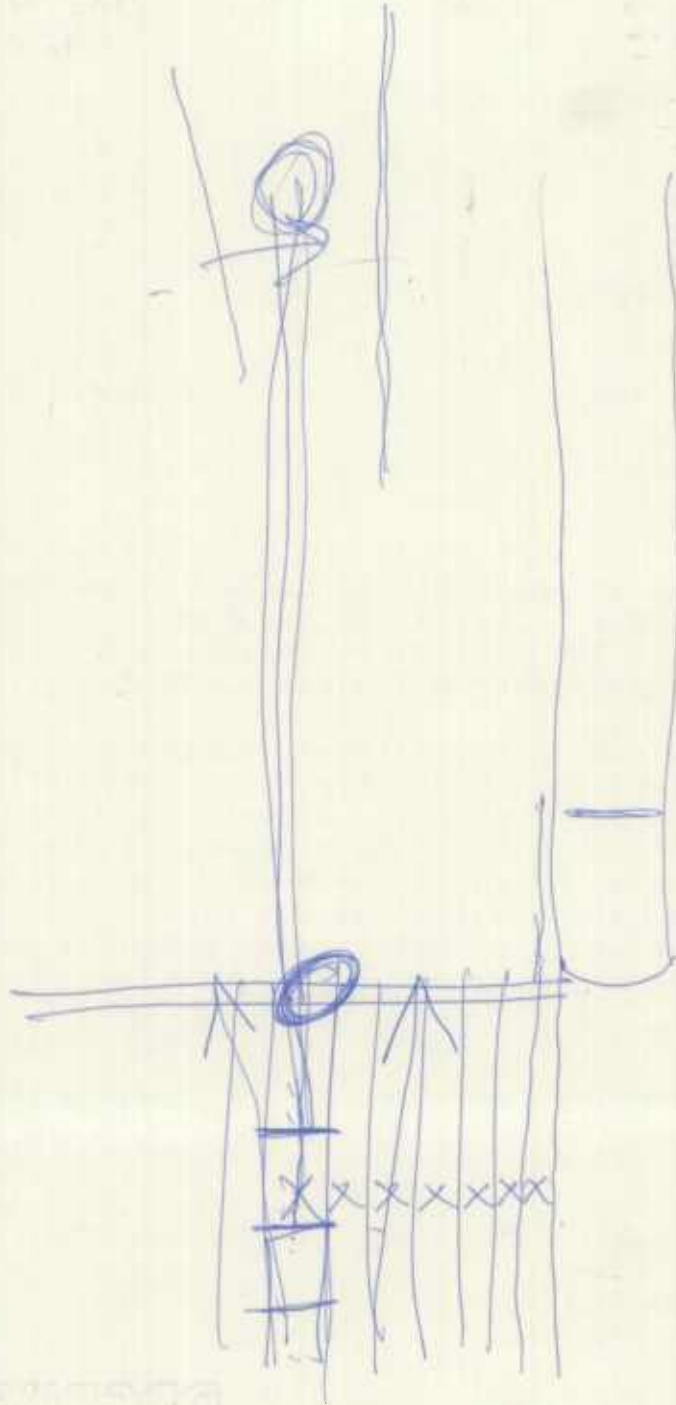
DIC:gf
cc: Mr. E. H. Meehan
Mr. Paul C. Staibus

RECEIVED

MAY 16 1973

BUREAU OF
HIGHWAY STATISTICS

Mr. Thomas L. Clonnan
Chief, Bureau of Highway
Statistics



Diagram

Highway Statistics

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
TUESDAY, JUNE 19, 1973

* * *

State Highway Administrator Evans executed triplicate copies of agreement dated May 25, 1973, between The Philadelphia, Baltimore and Washington Railroad Company, the Trustees for Penn Central Transportation Company and the State Highway Administration, whereby the Railroads grant to the State certain rights, as more fully outlined in the agreement, in connection with the construction of Cabin Branch Road Interchange with John Hanson Highway (U. S. 50) at Cheverly, in Prince George's County, Contract P-631-57-371.

Said agreement had been executed previously on behalf of the Railroads, approved by Chief Engineer Downs and approved as to form and legal sufficiency Administrative Special Attorney Sfekas.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. R. M. Thompson
Mr. L. E. McCarl
Mr. J. M. Wright
Mr. R. J. Hajzyk
Mr. P. R. Miller
Mr. W. L. Shook
Mr. W. F. Lins, Jr.
Mr. R. C. Pazourek

Mr. H. H. Bowers
Mr. R. H. Trainor
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. T. L. Cloonan ✓
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's file
SHA-Prince George's County file
Contract P-631-57-371

RECEIVED

JUN 25 1973

BUREAU OF
HIGHWAY STATISTICS

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THIS AGREEMENT, executed in triplicate, made and entered into this 25TH day of May, 1973, by and between THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate, and George P. Baker, Richard C. Bond, and Jervis Langdon, Jr., Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, Debtor, in reorganization under Section 77 of the Federal Bankruptcy Act 11 U.S.C. Section 77, lessee of and operator of THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, parties of the first part, (both hereinafter sometimes called "Railroad"), and THE STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, party of the second part, hereinafter sometimes called "State", witnesseth:

WHEREAS, the State proposes to construct Cabin Branch Road Interchange with John Hanson Highway (U. S. Route 50) at Cheverly, in Prince Georges County, Maryland, and

WHEREAS, the interchange, as planned, will involve the construction of a highway bridge to carry Cabin Branch Road including Ramp # 1 take-off over existing John Hanson Highway and the Railroad's Passenger and Freight Line Tracks, which will cross the Passenger Line Tracks at Railroad Valuation Station 392+30.0 (Highway Station 23+70) and a separate highway bridge structure for Ramp # 2 over the Passenger and Freight Line Tracks crossing the Passenger Line Tracks at Railroad Valuation Station 387+80.0 (Highway Station 224+20), as well as adjustments required to existing grade crossings in the widening and improvement of Cabin Branch Road and Columbia Park Road over the Railroad's Industrial Tracks, the aforesaid work being hereinafter sometimes referred to as the "Project", and

WHEREAS, the Project provides for a highway facility solely for the Public need of highway traffic services, the benefit to the Railroad from the construction is zero and the cost to the Railroad is zero, and

WHEREAS, the parties hereto understand that pursuant to legislation by the Federal Government, funds will be authorized and allocated by the Federal Highway Administration for said Project, which will be constructed to Federal and State standards, as a Federal-Aid Project, and

WHEREAS, the United States Department of Transportation has issued regulations (Title 49, Code of Federal Regulations, Part 21), in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix A, which regulations are applicable to the work herein contemplated, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing this Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith:

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and the sum of One Dollar (\$ 1.00) paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties hereto do agree as follows:

1. The Railroad does hereby grant unto the State insofar as it has the legal right and its present title permits and subject to the terms, limitations and agreements hereinafter set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing, at State's sole cost and expense, the highway bridge for Cabin Branch Road over Railroad's Passenger and Freight Line Tracks, including Ramp # 1 take-off and a separate highway bridge structure required for Ramp # 2 over Railroad's

Passenger and Freight Line Tracks as hereinbefore described, across above and over the tracks and right of way of Railroad's Passenger and Freight Lines, as well as the right, liberty and privilege of widening and improving existing grade crossings for Cabin Branch Road and Columbia Park Road over the Railroad's Industrial Tracks, said Project to be paid for solely by the State, as well as all additional items as provided in Section 15 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the State, and identified as State's Contract No. P-631-57-371. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of all parties to this agreement to the extent that their respective interests are affected thereby, and when approved, shall become a part of this agreement by reference. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. Railroad, insofar as it has the right so to do, shall grant to the State for a consideration to be mutually agreed upon or as judicially determined, within sixty (60) days after the execution of this agreement on behalf of the State Highway Administration, necessary easements for the highway bridge and approaches for Ramp # 1 and # 2 on and over the normal operating right of way of the Railroad's Passenger and Freight Line Tracks, as well as necessary easements to permit the widening and improvement of existing grade crossings for Cabin Branch Road and Columbia Park Road over Railroad's Industrial Tracks and right of way as shown on State's Plats Nos. 43148 to 43152 inclusive, and in addition, easements required for the relocation of the Railroad's C. & S. duct line as shown on State's Plats Nos. 43903 and 43904 which are made a part hereof by reference. If the highway bridge for Cabin Branch Road and highway bridge structures for Ramps # 1 and # 2 as covered herein for the interchange of

Cabin Branch Road with John Hanson Highway are abandoned or discontinued to be used as a part of the State's Highway System, this right shall cease and terminate and the State shall remove, at its own expense, the highway bridges from the Railroad's right of way when notified by the Railroad.

If such agreement is not reached within one (1) year from the date hereof, the State shall, within sixty (60) days thereafter, bring a condemnation suit to obtain a determination of said price.

4. All work for said Project shall be performed by the State in accordance with the Plans and Specifications, the Railroad reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, electrification system, duct lines, tracks, and all Railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to approval of the State) or by contract (awarded by State, subject to approval of Railroad) or by a combination thereof, and the State shall reimburse the Railroad as provided in Section 15 hereof. When such work is accomplished by other than Railroad Forces, Railroad agrees to conform to the extent applicable with the requirements of Appendix 'A' attached hereto and made a part hereof.

5. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.

6. Each party shall provide the necessary engineering and inspection for its respective part of the work and the State shall reimburse the Railroad therefor as provided in Section 15 herein. However, the State

shall have general charge of the engineering on the Project, but the State shall, subject to the provisions hereof, reimburse the Railroad for preliminary engineering performed by Railroad both before and after date of Program approval by the Federal Highway Administration and for such inspection and engineering cost by its Chief Engineer, or his duly authorized representatives, which the Railroad feels essential to properly safeguard its interest during the construction of the Project.

7. Any watchmen, flagmen and other protection or devices necessary to protect or safeguard Railroad's traffic during the construction period of said Project, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The State shall reimburse the Railroad for Railroad protection services in accordance with Section 15 hereof. It is agreed, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the State, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

8. All work herein provided to be done by the State on Railroad's property shall be done in a manner satisfactory to the Chief Engineer of the Railroad or his authorized representative, and shall be performed at such times and in such a manner as not to interfere with the movement of trains or traffic upon the tracks of the Railroad. The State agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delays to or interference with Railroad's trains or other property. The Railroad shall allow to State's Contractor the right to

reasonable use of Railroad property within the construction limits of the Project as described in Section 3 and shown on State's plats, Nos. 43148 to 43152 inclusive. Any use of Railroad property outside the construction limits, thus described, shall be by approval of the Railroad and lease to the State's Contractor of specific areas designated by the Railroad. Such approval and lease to the State's Contractor by the Railroad shall not be unreasonably withheld.

9. No open drainage holes shall be constructed in the bridges over the Railroad's tracks and roadbed, transmission line or lines, trolley or other wires and structures which will allow water to flow from the bridges on to the Railroad's tracks and roadbed, transmission lines, trolley and other wires and structures; and the State shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineer of the State and the Chief Engineer of the Railroad, or their duly authorized representatives, and no change or alterations, shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railroad, provided, however, that if the drainage structures and/or slope protection shall prove to be inadequate to protect the above property and facilities of the Railroad from any additional water flowing thereon, either directly or indirectly, such changes shall be made at the cost and expense of the State in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry off any additional water occasioned by this project from the Railroad's property and facilities. The State shall require its Contractors to take such reasonable precaution ne-

cessary to protect the Railroad's right of way from flooding and/or the accumulation of eroded material from embankments during construction which results from such construction.

10. Before final payment is made, State shall require its Contractors to remove from within the limits of the Railroad's land all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad, or his authorized representative, also State shall require its Contractors to produce a statement from the Railroad to the effect that the Contractors owe no money to the Railroad in connection with this Project.

11. No explosives of any nature or dangerous materials of any kind shall be used during the construction of the Project which shall cause a hazard to Railroad's facilities or trains.

12. Before any work on the Project is commenced, the State agrees to require its Contractors to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the Project has been completed and accepted.

INSURANCE

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY
DAMAGE INSURANCE -

Limits not less than \$1,000,000/2,000,000 for Bodily
Injury and \$1,000,000/2,000,000 for Property Damage.

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND
PROPERTY DAMAGE INSURANCE -

If any part of the work is to be performed by a
sub-contractor, the prime contractor shall carry
in his own behalf insurance of same limits as
set forth in Paragraph (A).

INSURANCE (Continued)

(C) RAILROAD PROTECTIVE PUBLIC LIABILITY AND PROPERTY
DAMAGE LIABILITY INSURANCE -

Limits not less than \$1,000,000/2,000,000 for Bodily Injury and \$1,000,000/2,000,000 for Property Damage. This policy shall name THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY and George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, Debtor, and the NATIONAL RAILROAD PASSENGER CORPORATION as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Liability Insurance developed and adopted in 1958 by the A.A.S.H.O. - A.A.R. and amendments thereto by the current Policy and Procedure Memorandum 20-12 of the Federal Highway Administration.

The original of Policy (C) and Certificates of (A) and (B) must be furnished to and approved by the Railroad. Contractor will not be permitted on Railroad property until insurance policy(s) have been approved. Policies, Certificates of Insurance, Notice of Insurance, Notice of Cancellation, or change, etc., are to be sent by the Contractor's Insurer direct to the Chief Engineer of the Railroad and to the State's Engineer. The Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the Railroad and the State's Engineer.

13. (a) Upon completion of the Project, the Railroad shall, at its own cost and expense, repair, renew, and maintain its own roadbed and tracks and all other Railroad appurtenances which, in its own judgment, are necessary. The State shall, at its own cost and expense, repair, renew and maintain the overhead structures and approaches to said bridge structures and all other highway facilities, and shall at all times keep the same in good order and repair and in safe and clean condition; and all such work shall be per-

formed at such times, in such manner and on such terms and conditions as shall be satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and so as not to interfere in any manner with or endanger the movement of trains or traffic upon the tracks of the Railroad and so as to properly safeguard the tracks, trains and other facilities of the Railroad. If any work repairing, renewing and maintaining the overhead structures is contracted by State, the State agrees to require its Contractors to provide insurance as set forth in Section 12.

(b) In the event the said bridge structures and other highway facilities are damaged by derailment, accidents or collisions due to the use of the Railroad, the State shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the State for the full actual cost of such repairs. In the event, however, that said facilities are damaged by reason of collisions or accidents arising out of the use of said highway, the State shall make or cause to be made the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroad.

14. State agrees to permit the Railroad, without any charge to the Railroad for said privilege, the right to attach at the expense of the Railroad to said bridge structures and approaches at any time after their completion, signals, signal posts, telegraph, telephone and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operation of the Railroad, provided they do not extend above the elevation of bridge deck, and subject to the reasonable regulations and supervision of the Chief Engineer of the State.

15. The State will reimburse the Railroad monthly for all costs and expenses of any labor, material and equipment which may be required by the Railroad in connection with the entire Project together with the additional costs of all temporary and permanent changes to its pole lines, electrification system, duct lines, tracks and roadbed, Railroad watchmen and flagmen necessary for protective services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this Project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Federal Highway Administration and amendments thereto. It being understood that since the benefit to the Railroad from the construction is zero, the cost to the Railroad shall be zero.

16. If work is not commenced within two (2) years or completed insofar as Railroad's interests are affected within three (3) years from the effective date of this agreement, this agreement shall terminate, providing the time may be extended by written agreement of the parties.

17. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, and the expense thereof shall be borne by the State.

18. This agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, by their proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

THE PHILADELPHIA, BALTIMORE AND
WASHINGTON RAILROAD COMPANY

H. N. Paulson

ASSISTANT SECRETARY

By

W. M. ...
Vice President

WITNESS:

George P. Baker, Richard C. Bond,
and Jervis Langdon, Jr., ~~and~~
Trustees of the Property of PENN
CENTRAL TRANSPORTATION COMPANY,
DEBTOR

W. G. ...

By

J. T. ...
Chief Engineer

WITNESS:

THE STATE HIGHWAY ADMINISTRATION

... ..

By

Bernard M. Evans
Bernard M. Evans
State Highway Administrator

APPROVED:

Approved as to form and legal
sufficiency: this 11th day of
June, 1973.

Hugh W. Downey

Chief Engineer
State Highway Administration

James S. ...
Administrative Special Attorney

APPROVED AS TO FORM
J. ...
ASSISTANT GENERAL COUNSEL

COMMONWEALTH OF PENNSYLVANIA) ss.:
COUNTY OF PHILADELPHIA)

I HEREBY CERTIFY that on this 1st. day of June 1973,
before me, the subscriber, a Notary Public of the Commonwealth of Pennsylv-
ania, in and for the County aforesaid, personally appeared F. J. GASPARINI
, Vice President of THE PHILADELPHIA, BALTIMORE AND WASHINGTON
RAILROAD COMPANY, and acknowledged the foregoing Agreement to be the
corporate act and deed of the said The Philadelphia, Baltimore and Washington
Railroad Company.

AS WITNESS my hand and Notarial Seal.

Paul T. MacIntire

Notary Public

PAUL T. MACINTIRE

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires October 4, 1976

My Commission Expires

October 4, 1976

COMMONWEALTH OF PENNSYLVANIA) ss.:
COUNTY OF PHILADELPHIA)

I HEREBY CERTIFY that on this 25th day of July A.D.
1973, before me the subscriber, a Notary Public of the Commonwealth of
Pennsylvania and the the County aforesaid, personally appeared J. T. Sullivan,
Chief Engineer of PENN CENTRAL TRANSPORTATION COMPANY, Debtor, who avers that
he has been duly authorized and does hereby certify that he has the legal
power and is a proper officer designated to execute the foregoing Agreement
on behalf of George P. Baker, Richard C. Bond and Jervis Langdon, Jr., the
three Trustees of Penn Central Transportation Company, Debtor in reorgani-
zation proceedings under the Section 77 of the Bankruptcy Act and he

acknowledged the foregoing Agreement to be the lawful act and deed of the said Trustees of Penn Central Transportation Company, Debtor.

AS WITNESS my hand and Notarial Seal.

Joseph D. Carey
Notary Public

My Commission Expires

March 10, 1975

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 19th day of June, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Bernard M. Evans, State Highway Administrator, for THE STATE HIGHWAY ADMINISTRATION, and acknowledged the foregoing Agreement to be the act and deed of The State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland.

AS WITNESS my hand and Notarial Seal

Frank J. Paschowski
Notary Public

My Commission Expires

July 1, 1974

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Federal Regulations: The contractor will comply with the Regulations of the Federal Department of Transportation relative to non-discrimination in federally-assisted programs of said Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Non-discrimination in Selection of Subcontractors: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Administration or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Administration, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made

to obtain the information.

- (5) Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Administration shall impose such contract sanctions as it or the Federal Government may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such actions with respect to any subcontract or procurement as the State Highway Administration or the Federal Government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

August 1972

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
TUESDAY, JANUARY 2, 1973

Acting Administrator O'Donnell executed the following deeds dated January 2, 1973, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

<u>Grantee</u>	<u>Conveyance</u>	<u>In Accordance With</u>
Alden E. Fisher	1.81+ Acres of land in Frederick County, being portion of former properties of Mahrle N. Watcher, et ux, Item 62295; and Alden E. Fisher, Item 61558, Contract F-605-79-772, Cl-371-4-772	Option, Item 61558, Contract F-605-79-772, Cl-371-4-772
Maryland-National Capital Park and Planning Commission	1.52+ Acres of land in Prince George's County, being portion of former Walter R. Hardisty property, Item 29710; and 0.29+ acre of part of the bed of the road of existing <u>Old Vista Road</u> , Contract P-631-16-320	Request of grantee, subject to reverter clause included therein.

Not Part of Any System

Copy: Mr. R. H. Trainor
Mr. R. S. Bennett
Mr. D. H. Fisher
Mr. T. L. Cloonan
Board of Public Works of Maryland
Secretary's file (2)
Contract file (2)

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JAN 4 1973

BUREAU
HIGHWAY STATISTICS

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
MONDAY, OCTOBER 16, 1972

* * *

Acting Administrator O'Donnell executed the following deeds dated October 16, 1972, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

<u>Grantee</u>	<u>Conveyance</u>	<u>In Accordance With</u>
Milton R. Habicht, Executor of the Estate of Kathryn E. Habicht, deceased	Confirmatory deed correcting deed dated August 14, 1970 conveying 0.70 ⁺ acre, being portion of former James C. Monaghan, et ux, prop., to Estate of Kathryn Elsie Habicht, this deed being deemed defective in that the grantee should have been Milton R. Habicht, Executor of the Estate of Kathryn E. Habicht, deceased, in accordance with an order of the Orphans' Court of Baltimore County, dated Nov. 20, 1970, Contract AA-507-23-541	Request of Mr. Irvin H. Habicht, Attorney
John V. Atanasoff and Alice C., wife	0.60 ⁺ acre of land in Frederick County, being portion of former B&O R.R. property, Item Nos. 25996 and 24580, Contract F-537-1-715	Option, Item 62348, Contract F-605-80-772
Washington Suburban Sanitary Commission	Quit claim to 0.15 ⁺ acre of land in Prince George's County across excess land of former Leo Saeman property, R/W File 49152, Contract P-722-26-320; FAP#I-495-2(70)13	Request of grantee
Globe Properties, Inc.	0.14 ⁺ acre of land in Prince George's County, being part of the bed of the road of existing Md. 202, Contract P-755-24-371 R/W	Option, Item 57724, Contract P-755-24-371

Copy: Mr. W. E. Woodford, Jr.
Mr. R. S. Bennett
Mr. T. L. Cloonan
Board of Public Works of Maryland
Secretary's File 51189
Secretary's File (3)
Contract File (4)
Mr. D. H. Fisher

Cap Bltway to 44 So.f 214
Plat 42514

Portion of Road Conveyed Away
Is Not Portion of Roadway on
State or County ~~Roadway~~ System

Prop Sold Not
Part. of State System

R/w Line Old Rd.

EXIST. 202

End Dual Landover Rd ^{Sta} 136
opposite Dirt & Stone Rd
Sta 151 Lottstord Road

RECEIVED

JUL 10 1972

BUREAU OF
HIGHWAY STATISTICS

158 Sta. 160

Md 202

ant Dirt Rd.

Md 977-F

Md 214

I-495

Sta 211

Md 202

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE
MONDAY, MARCH 31, 1975
* * *

Acting Administrator Friese executed triplicate copies of agreement dated March 31, 1975, between the State Highway Administration and Prince George's County, wherein both parties propose to eliminate and/or reconstruct grade crossings by the construction of grade separations as more fully described in the agreement, in order to utilize Federal Aid funds made available by the Administration with both parties sharing in the cost of construction in excess of Federal reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with the project.

Said agreement had been executed previously on behalf of the County and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

AGREEMENT WITH

Prince George's County

GRADE CROSSINGS

1. Seabrook Road (County Road on Federal-Aid System)
2. Jericho Park Road (County Road not on Federal-Aid System)
3. Hillmeade Road (County Road not on Federal-Aid System)

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. A. W. Tate
Mr. W. L. Shook
Mr. W. F. Lins, Jr.
Mr. E. S. Freedman
Mr. R. C. Pazourek

Mr. H. Berger
Mr. M. S. Caltrider
Secretary's file #53749 ✓
SHA-Prince George's County file

Secretary's File

THIS AGREEMENT, made and entered into this 31st day of MARCH, nineteen hundred and seventy-five, by and between the STATE OF MARYLAND, DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION, party of the first part, hereinafter called the "ADMINISTRATION," and PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter referred to as the "COUNTY," WITNESSETH:

WHEREAS, the Administration and the County propose to eliminate and/or reconstruct three (3) grade crossings by the construction of grade separations in Prince George's County known as:

1. Seabrook Road (County Road on Federal-Aid System). Overhead bridge approximately 1400 feet southwest of existing Seabrook Road grade crossing (known as Carter Avenue),
2. Jericho Park Road (County Road not on Federal-Aid System). Overhead bridge and approaches near the existing Jericho Park Road grade crossing,
3. Hillmeade Road (County Road not on Federal-Aid System). Grade crossing to be closed and service roads provided to other overhead bridge crossings (generally following the alignment of Fletchertown Road), and

WHEREAS, by Agreement dated December 29, 1972, the parties hereto agreed to improve the aforesaid three (3) grade crossings at Seabrook Road, Jericho Park Road and Hillmeade Road, the aforesaid Agreement now being considered to be null and void and is superseded and supplanted by the present (herein) Agreement, and

WHEREAS, the Administration has accepted the proposal of the County to cooperate and to share in the cost of construction as hereinafter described, and

WHEREAS, the County proposes to utilize High Speed Rail Demonstration funds authorized and appropriated under Section 322, Chapter 3, Title 23, U.S. Code, for the construction of said project, and

WHEREAS, the ten (10) percent the Railroad would otherwise be liable for under subsection (c) of Section 322, Title 23, U.S. Code, will be financed by others, at no expense to the County, and

53749

WHEREAS, the County has requested the Administration to act on its own behalf wherever necessary, in order to comply with the requirements to utilize Federal funds for the construction of this project, and

WHEREAS, Title 23 of the U.S. Code recognized the State Highway Administration as the authority to which allocations of Federal funds are to be made and under whose direction, subject to the Federal Highway Administration approval, expenditures are to be accomplished, and

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated October 3, 1972, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the County setting forth conditions under which the project would be constructed, and

WHEREAS, the County agrees to participate in the financing of the project as set forth in Section 16 of this Agreement, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal-Aid Act, (Section 322, Chapter 3, Title 23, U.S. Code) all in accordance with the regulations, policies and procedures of the Federal Highway Administration.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the parties, the Administration and the County agree as follows:

1. The Administration agrees, on behalf of the County, except that Hillmeade Road will be designed by County forces, to make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer whose work will be reviewed by State forces.

2. The County shall provide all necessary right-of-way for the construction of the project, and said right-of-way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the

requirements of the Federal Highway Administration. The Administration's Office of Real Estate shall be available to provide the necessary relocation and right-of-way acquisition assistance.

3. Construction of the project shall be subject at all times to inspection by representatives of the Administration and the Federal Highway Administration so as to insure full compliance with law, rules, and regulations relating to projects upon which Federal funds are being expended. The Administration shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable Administration contracts.

4. All construction work shall be performed in accordance with the standard specifications of the Administration or as specifically authorized by project approval.

5. Utilities relocation work will be coordinated with the Administration. The Right-of-Way Division of Prince George's County will determine prior rights and establish the percentage of relocation costs to be paid by the Utility or Railroad.

6. Project costs include, but are not limited to, preliminary engineering (studies, surveys, design, preparation of construction plans and documents), right-of-way acquisitions, payments to contractors, utility adjustments, railroad adjustments, safety services, construction engineering (construction inspection, material testing, etc.), and the prevailing payroll additive rate applied to direct labor charges.

7. Approved State standard plans shall be used to the maximum extent practicable.

8. Subject to the approval of the County and prior authorization of the Federal Highway Administration, the Administration shall advertise for bids and award the contract.

9. Since the agreement covering Federal reimbursement will be between the Administration and the Federal Highway Administration to secure Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates,

except as modified by changes having prior approval of the Railroad, County, and the Federal Highway Administration.

10. All contracts with the respective successful bidders for work on the project shall be entered into by the Administration on behalf of the County but the County assumes no legal liability in connection with said contracts or construction for the Seabrook Road (Carter Avenue) and Jericho Park Road improvements aforementioned. In the case of the Hillmeade Road location, since the County desires to design this crossing with its own forces in accordance with Section (1) herein, the Administration, in turn, will assume no legal liability therefor other than the usual responsibilities to its Contractor(s) attributable to the construction contract.

11. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Administration will be used to the extent practicable for this purpose.

12. After completion of the project, the County shall keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.

13. The County further agrees that all signs, signals and markings shall be installed as part of this project and shall conform to the Manual of Uniform Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration.

14. The County agrees that, where unsatisfactory maintenance is called to the attention of the County, immediate corrective action shall be taken.

15. The right-of-way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the

right-of-way limits, and no additional traffic control lights shall be installed on the project without prior approval of the Administration.

16. For any grade crossing on a road which is included on the Federal-Aid System, the County will not participate in the project costs. For any grade crossing on a road which is not included on the Federal-Aid System, however, the County agrees to participate to the extent of ten (10) percent of all direct project costs, as enumerated in Section 6 of this Agreement. Prior to the award of any construction contract to the successful bidder, the County will deposit with the Administration the estimated amount of its participation in the project costs.

17. During the performance under this Agreement, the County, for itself, its assigns and successors in interest, agrees to comply with all statutes and regulations of the Federal Government and the State of Maryland relative to nondiscrimination in federally-assisted programs.

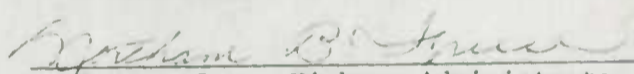
18. This Agreement shall inure to and be binding upon its parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

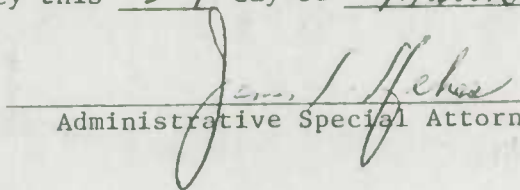
WITNESS:

STATE HIGHWAY ADMINISTRATION
OF MARYLAND

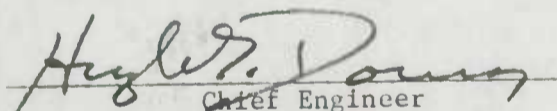



Deputy State Highway Administrator
ACTING

Approved as to form and legal sufficiency this 3rd day of March, 1975

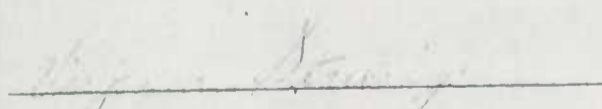

Administrative Special Attorney

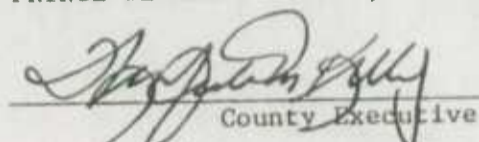
RECOMMENDED FOR APPROVAL:


Chief Engineer
State Highway Administration

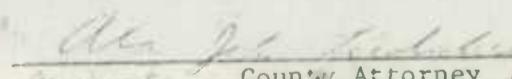
ATTEST:

PRINCE GEORGE'S COUNTY, MARYLAND




County Executive

Approved as to form and legal sufficiency this 4th day of March, 1975.


County Attorney
Also John Lindacker

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
FRIDAY, JANUARY 12, 1973

* * *

Acting Administrator O'Donnell executed triplicate copies of agreement dated December 29, 1972, between the State Highway Administration and Prince George's County, wherein the County proposes the improvement by construction of three (3) grade separations, in order to utilize Federal Aid High Speed Rail Demonstration Funds made available by the Administration, with the County financing all costs in excess of Federal Reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with the construction.

Said agreement had been executed previously on behalf of the County, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. J. Hajzyk
Mr. R. H. Trainor
Mr. F. R. Galloway
Mr. R. C. Pazourek
Mr. H. Berger
Mr. W. L. Shook

Mr. H. H. Bowers
Mr. T. L. Cloonan ✓
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. E. K. Lloyd
Office of Constr. Inspection
Mr. M. S. Caltrider
Prince George's County Commissioners
Secretary's File
SHA-Prince George's County file

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JAN 18 1973

BUREAU OF
HIGHWAY STATISTICS

Approved
Administrative Review
Committee 12/28/72 RAL/hw
Date

THIS AGREEMENT, Made this 27th day of December, nineteen hundred and seventy-two, by and between the State of Maryland, Department of Transportation, State Highway Administration, party of the first part, hereinafter called the "Administration", and Prince Georges County, Maryland, a body corporate, party of the second part, hereinafter referred to as the "County",

Witnesseth:

WHEREAS, the County proposes the improvement by construction of three (3) grade separations in Prince Georges County known as:

1. Seabrook Road (County Road on Federal Aid System). Overhead bridge approximately 1400 feet southwest of existing Seabrook Road grade crossing (known as Carter Avenue).
2. Jericho Park Road (County road not on Federal Aid System). Overhead bridge and approaches near the existing Jericho Park Road grade crossing.
3. Hillroade Road (County road not on Federal Aid System). Grade crossing to be closed and service roads provided to other overhead bridge crossings. (Generally following the alignment of Fletcher Town Road)

WHEREAS, the Administration has accepted the proposal of the County to cooperate and to share in the cost of construction as hereinafter described, and

WHEREAS, the County proposes to utilize High Speed Rail Demonstration funds authorized and appropriated under Section 322, Chapter 3, Title 23, U.S. Code, for the construction of said project, and

WHEREAS, the ten (10) per cent the Railroad would otherwise be liable for under subsection (c) of Section 322, Title 23, U.S. Code, will be financed by others, at no expense to the County, and

WHEREAS, the County has requested the Administration to act on its behalf wherever necessary, in order to comply with the requirements to utilize Federal Aid funds for the construction of this project, and

WHEREAS, Title 23 of the U.S. Code recognized the State Highway Administration as the authority to which allocations of Federal-aid funds are to be made and under whose direction, subject to the Federal Highway Administration approval, expenditures are to be accomplished, and

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated June 28, 1968, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the local agency setting forth conditions under which the project would be constructed, and

WHEREAS, the County agrees to participate in the financing of the project to the extent of all costs in excess of the Railroad's ten (10) per cent share and the Federal reimbursement, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal Aid Act, (Section 322, Chapter 3, Title 23, U.S. Code) all in accordance with the regulation, policies and procedures of the Federal Highway Administration,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the parties, the Administration and the County agree as follows:

1. The Administration agrees, on behalf of the County, to make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer whose work will be reviewed by State forces.

2. The County shall provide all necessary rights of way for the construction and maintenance of the project financing all costs in excess of the Railroad's ten (10) per cent share and the Federal reimbursement and said rights of way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the Federal Highway Administration. The Administration's Right of Way services are available to assist the County in relocation assistance and Right of Way acquisition short of actual condemnation and will be reimbursed for the actual cost of such assistance.

3. Construction of the project shall be subject at all times to inspection by representatives of the Administration and the Federal Highway Administration so as to insure full compliance with law, rules, and regulations relating to projects upon which Federal funds are being expended. The Administration, reimbursed by the County for all costs in excess of the Railroad's ten (10) per cent share and the Federal reimbursement shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same

4
qualifications as would be appropriate on comparable Administration contracts.

4. All construction work shall be performed in accordance with the standard specifications of the Administration or as specifically authorized by project approval.

5. Project costs include but are not limited to Preliminary Engineering (studies, surveys, design, preparation of construction plans and documents), right of way acquisition, utility adjustments, railroad adjustments, safety services, construction engineering and inspection, overhead, and payment to contractors.

6. Approved State standard plans shall be used to the maximum extent practicable.

7. Subject to the approval of the County and prior authorization of the Federal Highway Administration, the Administration shall advertise for bids and award the contract.

8. Since the agreement covering Federal reimbursement will be between the Administration and the Federal Highway Administration to secure Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates, except as modified by changes having prior approval of the Railroad, County, and the Federal Highway Administration.

9. All contracts for work on the project will be between the Administration, on behalf of the County, and the successful bidder; however, the Administration assumes no legal liability in connection therewith. The County agrees to save the Administration harmless from all law or equity suits for or on account of all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

10. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Administration will be used to the extent practicable for this purpose.

11. The County shall keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.

12. The County further agrees that all signs, signals, and markings shall conform to the Manual of Uniform Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration,

13. The County agrees that where unsatisfactory maintenance is called to the attention of the County, immediate corrective action shall be taken.

14. The rights of way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits, and traffic control lights shall not be installed on the project without prior approval of the Administration.

15. Prior to the award of the contract to the successful bidder, the County will deposit with the Administration the estimated amount of monies necessary to cover all project costs excluding the Railroad's ten (10) per cent liability, others have agreed to finance, not covered by Federal Funds. The Administration shall be reimbursed for any and all expenditures or costs incurred excluding Railroad liability, including

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U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

but not limited to managerial expenses which it incurs in the performance of this contract. Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason the County fails to pay any portion of said project costs, the Administration is hereby authorized to deduct such costs from the County's share of the Highway User Revenue due it.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

WITNESS:

Ad Smith

STATE HIGHWAY ADMINISTRATION OF MARYLAND

BY:

John S. Johns
State Highway Administrator

Approved as to form and legal sufficiency

this 9th day of January, 1973.

John S. Johns
Special Attorney

APPROVED:

Nate E. Wadsworth
Chief Engineer

PRINCE GEORGES COUNTY, MARYLAND

BY:

William A. Hunt
County Executive

ATTEST:

Virginia Stallings
Administrative Assistant

Approved as to form and legal sufficiency

this 29th day of December, 1972.

Alan John Leidecker
ALAN JOHN LEIDECKER
County Attorney

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, MAY 10, 1972

* * *

Administrator Fisher executed duplicate copies of agreement dated April 10, 1972, between the State Highway Administration and Prince George's County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State roads, involved in the construction of I-95 within the County, subject to the conditions more fully set forth in the agreement:

MD 950-W Cherry Hill Road Co 14	MD 950-V Relocated Sellman Road Co 15
MD 950-U Ashfield Road Co 1541	MD 950-N Service Road Co 13
MD 950-L Old Gunpowder Road Co 2	MD 950-T Kenny Street Co 2008
MD 950-S Service Road Co 3542	MD 950-M Relocated Beltsville Road Co 3523
MD 950-K Relocated Fairland Road Co 12	MD 950-P Existing Fairland Road Connection Co 3333
MD 950-J Relocated Van Dusen Road Co 8	MD 950-R Existing Van Dusen Road Connection Co 3332
MD 950-F Service Road Co 3069	MD 950-D Brooklyn Bridge Road Co 3
MD 950-E Service Road (Sweitzer Lane) Co 3433 Sweitzer Lane	
MD 950-G Relocated Spring Hill Road Co 6	MD 950-I Relocated Contee Road Co 3435
MD 950-A Sandy Spring Road Co 3434	MD 950-C Haines Road Co 198
MD 950-Y Existing Md. 198 Connection	MD 950 Existing Md. 198 Co 3434
MD 950-H Cherry Lane Connection Co 3541	

Said agreement had been executed previously by the County, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Administrator... Special Attorney Sfekas.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. W. L. Shook
Mr. C. E. Caltrider
Mr. R. H. Trainor
Mr. Charles Lee

Mr. T. Hicks
Mr. E. J. Dougherty
Mr. H. H. Bowers
Mr. G. W. Cassell ✓
Mr. P. S. Jaworski
Miss D. J. Sinners
Prince George's County
Secretary's File
SHA-Prince George's County file

MD 950, A, C-N, P,
2-21-Y
Transfer to Co

W-100-1	W-100-1	W-100-1
W-100-2	W-100-2	W-100-2
W-100-3	W-100-3	W-100-3
W-100-4	W-100-4	W-100-4
W-100-5	W-100-5	W-100-5
W-100-6	W-100-6	W-100-6
W-100-7	W-100-7	W-100-7
W-100-8	W-100-8	W-100-8
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W-100-16	W-100-16	W-100-16
W-100-17	W-100-17	W-100-17
W-100-18	W-100-18	W-100-18
W-100-19	W-100-19	W-100-19
W-100-20	W-100-20	W-100-20

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, MAY 10, 1972

* * *

Administrator Fisher executed duplicate copies of agreement dated April 10, 1972, between the State Highway Administration and Prince George's County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State roads, involved in the construction of I-95 within the County, subject to the conditions more fully set forth in the agreement:

MD 950-W Cherry Hill Road Co 14	MD 950-V Relocated Sellman Road Co 15
MD 950-U Ashfield Road Co 1541	MD 950-N Service Road Co 13
MD 950-L Old Gunpowder Road Co 2	MD 950-T Kenny Street Co 2008
MD 950-S Service Road Co 3542	MD 950-M Relocated Beltsville Road Co 3523
MD 950-K Relocated Fairland Road Co 12	MD 950-P Existing Fairland Road Connection Co 3333
MD 950-J Relocated Van Dusen Road Co 8	MD 950-R Existing Van Dusen Road Connection Co 3332
MD 950-F Service Road Co 3069	MD 950-D Brooklyn Bridge Road Co 3
MD 950-E Service Road (Sweitzer Lane) Co 3433 Sweitzer Lane	
MD 950-G Relocated Spring Hill Road Co 6	MD 950-I Relocated Contee Road Co 3435
MD 950-A Sandy Spring Road Co 3434	MD 950-C Haines Road Co 198
MD 950-Y Existing Md. 198 Connection	MD 950 Existing Md. 198 Co 3434
MD 950-H Cherry Lane Connection Co 3541	

Said agreement had been executed previously by the County, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. W. L. Shook
Mr. C. E. Caltrider
Mr. R. H. Trainor
Mr. Charles Lee

Mr. T. Hicks
Mr. E. J. Dougherty
Mr. H. H. Bowers
Mr. G. W. Cassell ✓
Mr. P. S. Jaworski
Miss D. J. Sinners
Prince George's County
Secretary's File
SHA-Prince George's County file

W-1274	11.5	W-1274
W-1275	11.2	W-1275
W-1276	11.0	W-1276
W-1277	10.8	W-1277
W-1278	10.6	W-1278
W-1279	10.4	W-1279
W-1280	10.2	W-1280
W-1281	10.0	W-1281
W-1282	9.8	W-1282
W-1283	9.6	W-1283
W-1284	9.4	W-1284
W-1285	9.2	W-1285
W-1286	9.0	W-1286
W-1287	8.8	W-1287
W-1288	8.6	W-1288
W-1289	8.4	W-1289
W-1290	8.2	W-1290
W-1291	8.0	W-1291
W-1292	7.8	W-1292
W-1293	7.6	W-1293
W-1294	7.4	W-1294
W-1295	7.2	W-1295
W-1296	7.0	W-1296
W-1297	6.8	W-1297
W-1298	6.6	W-1298
W-1299	6.4	W-1299
W-1300	6.2	W-1300
W-1301	6.0	W-1301
W-1302	5.8	W-1302
W-1303	5.6	W-1303
W-1304	5.4	W-1304
W-1305	5.2	W-1305
W-1306	5.0	W-1306
W-1307	4.8	W-1307
W-1308	4.6	W-1308
W-1309	4.4	W-1309
W-1310	4.2	W-1310
W-1311	4.0	W-1311
W-1312	3.8	W-1312
W-1313	3.6	W-1313
W-1314	3.4	W-1314
W-1315	3.2	W-1315
W-1316	3.0	W-1316
W-1317	2.8	W-1317
W-1318	2.6	W-1318
W-1319	2.4	W-1319
W-1320	2.2	W-1320
W-1321	2.0	W-1321
W-1322	1.8	W-1322
W-1323	1.6	W-1323
W-1324	1.4	W-1324
W-1325	1.2	W-1325
W-1326	1.0	W-1326
W-1327	0.8	W-1327
W-1328	0.6	W-1328
W-1329	0.4	W-1329
W-1330	0.2	W-1330
W-1331	0.0	W-1331

THIS AGREEMENT made this 10th day of April, 1972,

by and between the State Highway Administration, Maryland State Department of Transportation, hereinafter referred to as "Administration", party of the first part, and Prince Georges County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Administration, party of the first part, has agreed to transfer the following described sections of roads, constructed by the Administration, to the County, party of the second part, and the County has agreed to accept same for Maintenance and snow removal purposes as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter set forth to be kept and performed, the parties do hereby agree as follows:

1. The "Administration", party of the first part, will perform, at its sole expense all repairs to those bridges constructed on County roads that span Interstate Route 95 which are the subject of the hereinafter listed construction contracts.
2. The "County", party of the second part, will at its sole expense remove all snow from the road surface of the bridge.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto, the "Administration", party of the first part, does hereby transfer to the County, party of the second part, does hereby accept from the "Administration" the following described sections of State constructed roads for maintenance purposes as part of the County

Cherry Hill Road -

950 W

From L.O.W. at station 83+12.09 northerly to L.O.W. at station 98+12 as constructed under Contract P 799-12-372 for a total distance of 0.28+ mile. Includes aforesaid described snow removal on the bridge over I-95.

Relocated Sellman Road -

950 V

From Cherry Hill Road (Station 0+22) easterly to L.O.W. at station 11+40.36 as constructed under Contract P 799-12-372 for a total distance of 0.21+ mile.

Ashfield Road -

950 U

From Cherry Hill Road (Station -0+19) westerly to L.O.W. at station 2+50 as constructed under Contract P 799-12-372 for a total distance of 0.05+ mile.

Service Road -

950 N

From Old Powder Mill Road (L.O.W. station 0+00 to Beltsville Road (L.O.W. station 1+92) as constructed under Contract P 799-12-372 for a total distance of 0.04+ mile.

Old Gunpowder Road -

950 L

From L.O.W. station 8+50 northerly to L.O.W. at station 24+100 as constructed under Contract P 799-12-372 for a total distance of 0.29+ mile. Includes aforesaid described snow removal on the bridge over I-95.

Kenny Street -

950 T

From L.O.W. at station 30+09 northerly to L.O.W. at station 31+20 as constructed under Contract P 799-12-372 for a total distance of 0.02+ mile.

Service Road -

950 S

From 34th Place (Station 0+00 westerly to Montgomery Road (L.O.W. station 9+51.94) as constructed under Contract P 799-12-372 for a total distance of 0.18+ mile.

Relocated Beltsville Road - *950 M* From Md. 212 (Station 10+52) northerly to station 27+50 base line of survey = station 27+49.52 base line of construction and to L.O.W. at station 38+45 as constructed under Contract P 799-12-372 for a total distance of 0.53+ mile.

Relocated Fairland Road - *950 K* From Old Gunpowder Road (Station 0+10) westerly to L.O.W. at station 27+25 as constructed under Contract P 799-12-372 for a total distance of 0.51+ mile.

Existing Fairland Road - Connection *950 P* From relocated Fairland Road (Station 8+76) to L.O.W. at station 11+07.92 as constructed under Contract P 799-12-372 for a total distance of 0.04+ mile.

Relocated Van Dusen Road - *950 J* From L.O.W. at station 7+25 easterly to L.O.W. at station 42+00 as constructed under Contract P 799-10-372 for a total distance of 0.66+ mile. Includes aforesaid described snow removal on the bridge over I-95.

Existing Van Dusen Road - Connection *950 B* From relocated Van Dusen Road (Station 0+12) to L.O.W. at station 1+40 as constructed under Contract P 799-10-372 for a total distance of 0.02+ mile.

Service Road - *950 F* On north side of relocated Md. 198 from Bounds Lane (Station 0+00) easterly to L.O.W. at station 17 +40.20 as constructed under Contract P 799-9-372 for a total distance of 0.33+ mile.

Brooklyn Bridge Road - *950 D* From L.O.W. at station 45+07.50 westerly to L.O.W. at station 53+00 as constructed under Contract P 799-9-372 for a total distance of 0.15+ mile. Includes aforesaid described snow removal on the bridge over I-95.

Service Road -
(Sweitzer Lane)

950 E

On north side of relocated Md. 198 from
relocated Md. 198 (Station 10+38) to station
11+01.17 Bk. = station 99+01.32 Ahd. and
easterly to Bounds Lane (L.O.W. station 110+18)
as constructed under Contract P 799-9-372 for a
total distance of 0.22+ mile.

Sweitzer Lane -

950 E

From L.O.W. at station 6+50 northerly to
relocated Md. 198 at station 10+00 as constructed
under Contract P 913-1-371 for a total distance
of 0.07+ mile.

Relocated Spring Hill Road -

950 G

From Contee Road (L.O.W. station 51+00)
easterly to L.O.W. station 56+50 as constructed
under Contract P 799-9-372 for a total distance
of 0.10+ mile.

Relocated Contee Road -

950 I

From Sandy Spring Road (Station 98+43) southerly
to Md. 198 (Station 102+33) and from Md. 198
(Station 103+88) southerly to station 109+55.41
Bk. = Station 209+50.00 Ahd. and to Cherry Lane
(L.O.W. station 237+11) as constructed under
Contract P 799-9-372 for a total distance of
0.70+ mile.

Sandy Spring Road -

950 A

From L.O.W. at station 24+50 westerly to
station 22+95.22 connection to existing Md. 198 =
station 40+00 Sandy Spring Road and to Haines
Road (Station 46+37.83) as constructed under
Contract P 913-1-371 for a total distance of
0.15+ mile.

Haines Road -

950 c

From Sandy Spring Road (Station 5+07) northerly to L.O.W. at station 6+50 as constructed under Contract P 913-1-371 for a total distance of 0.03+ mile.

Existing Md. 198 Connection - From existing Md. 198 (Station 20+00) northerly to Sandy Spring Road (Station 22+63) as constructed under Contract P 913-1-371 for a total distance of 0.05+ mile.

950 Y

Existing Md. 198 -

MD 950

From barricade near ramp "E" of the interchange at I-95 and relocated Md. 198 to Haines Road. Second section (from barricade near relocated Contee Road to barricade north of relocated Md. 198.) Total mileage of both sections 0.91+ mile.

Cherry Lane Connection -

950 H

From Contee Road (L.O.W. station 0+65) to Cherry Lane (L.O.W. station 2+05.76) as constructed under Contract P 799-9-372 for a total distance of 0.03+ mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the foregoing sections of State constructed highways is authorized under the following conditions:

1. The foregoing mileage will be included in the inventory as of December 1, of the year following completion of the foregoing contracts.
2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, following the December 1 date, described in item one above.
3. The effective date for the transfer of these sections of roads is when the aforesaid roads are opened to traffic, and upon completion of the indicated improvements as shown on the construction plans under Contracts P 799-7-9-10-12-372 and P 913-371, and upon the repair and surface treatment of existing Md. Route 198.

4. The transfer of said roads is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the roads involved, including all appurtenance and bridge structures, with the exception of those bridges constructed by the Administration and carrying the County roads over I-95, however, this will include item 3 above.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorize, the day and year first above written.

ATTEST:

Secretary

STATE HIGHWAY ADMINISTRATION OF MARYLAND

By

State Highway Administrator

Approved as to form and legal
sufficiency this 14th day
of April, 1972

APPROVED:

Chief Engineer

Special Attorney

PRINCE GEORGES COUNTY MARYLAND

ATTEST:

By

County Executive

Approved as to form and legal
sufficiency this 10 day
of April, 1972

Recommended for Approval

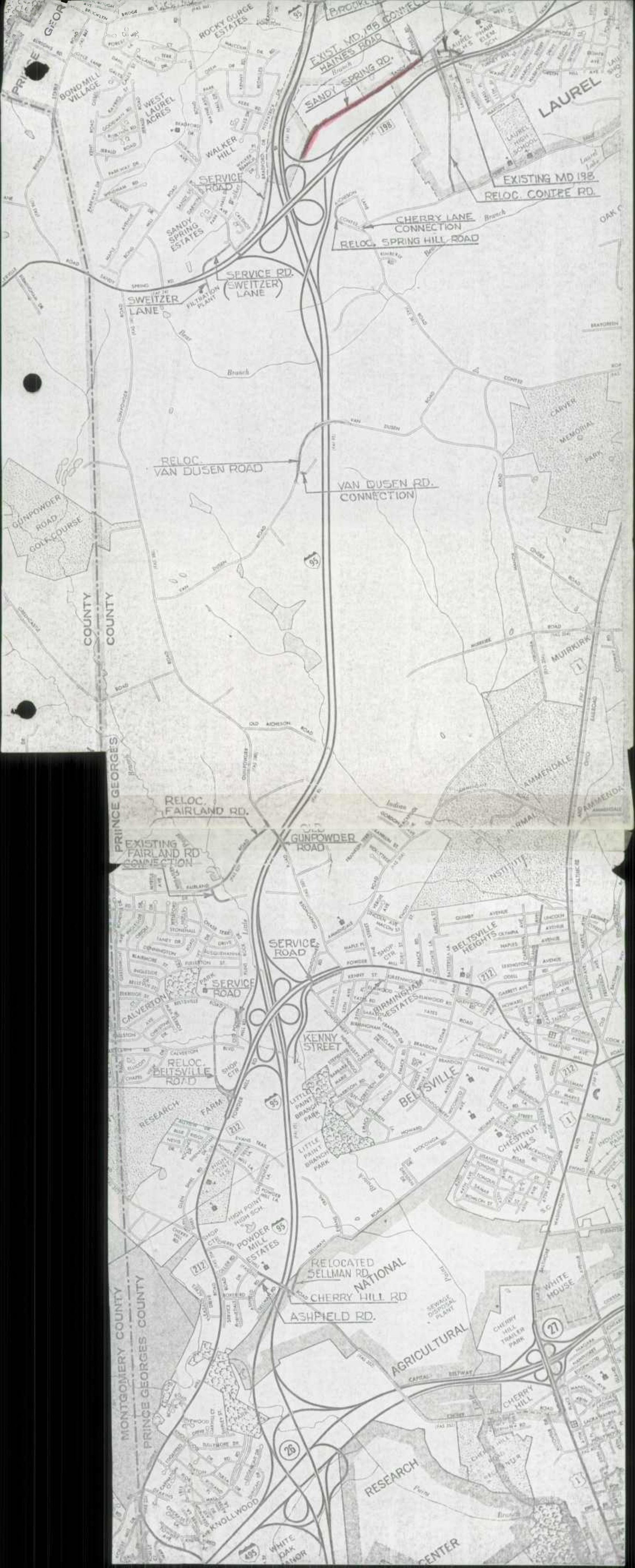
By Director of Public Works

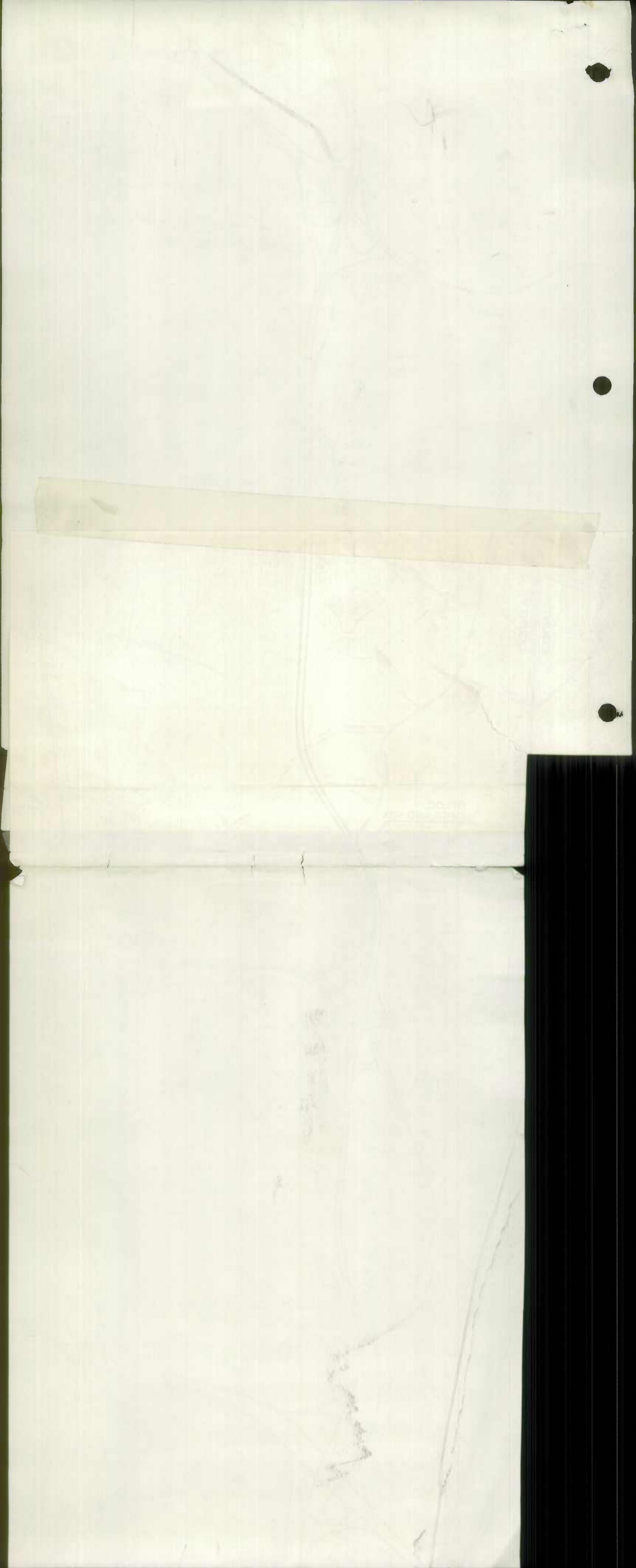
County Attorney

30,000
12

60,000
000

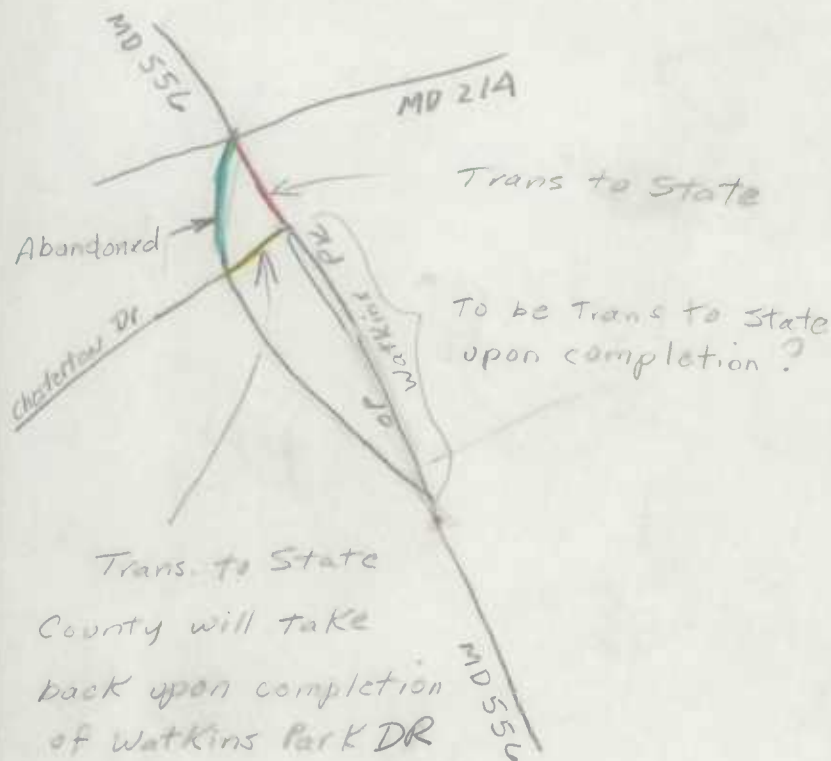
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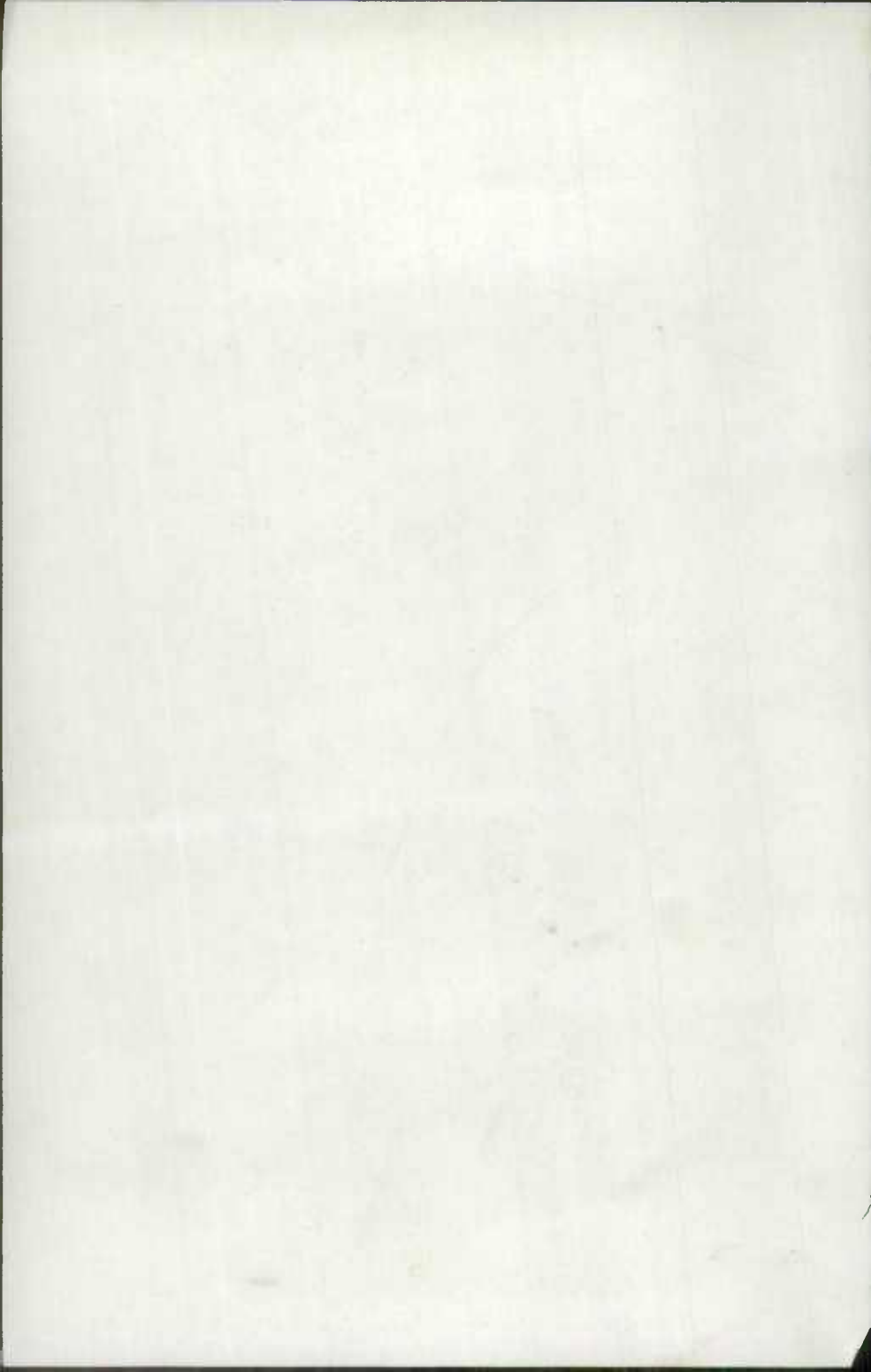




↑
N

6-30-71
P.G





RECEIVED

JUL 6 1971

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, JUNE 30, 1971
* * *

BUREAU OF
HIGHWAY STATISTICS

Chairman-Director Fisher executed triplicate copies of agreement dated June 30, 1971, between the State Roads Commission of Maryland and Prince George's County, whereby the County transfers to the Commission and the Commission accepts from the County, subject to the conditions more fully set forth in the agreement, the following described sections of roadway as part of the State Highway System:

1. That portion of Enterprise Road re-located (known as Watkins Park Drive) shown as shaded in "Red" on the attached Exhibit No. 1 and made a part hereof. Said Exhibit bearing the Maryland National Capital Park and Planning Commission No. 12-3137 and approval date of August 27, 1969.
2. That portion of Chesterton Drive shown as shaded in "yellow" on the attached Exhibit No. 1, as more clearly defined in the Agreement.

The agreement had previously been executed on behalf of the County by County Executive William W. Gullett, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Assistant Attorney General Buscher.

At Mr. Buscher's request one copy of the executed agreement, with Exhibit 1, was given in person to Attorney Peter J. O'Malley, for the County.

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. J. D. Buscher
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. M. S. Caltrider
Mr. W. L. Shook
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell ✓
Mr. Charles Lee
Miss D. J. Sinners
Secretary's File
SRC-Prince George's County File

Sacy # 51320

AGREEMENT BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND

and

THE STATE ROADS COMMISSION OF MARYLAND

Relation to Re-location of Maryland Route No. 556

THIS AGREEMENT made and entered into this 30th day of June, 1971, by and between Prince George's County, Maryland, a body corporate and politic acting through its County Executive, hereinafter called "County", the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called "Commission", Witnesseth:

WHEREAS the Commission has been requested to abandon a portion of Maryland Route 556 (Old Enterprise Road) from Maryland 214 South to Chesterton Drive (1300 feet). Said Old Enterprise Road having a width of approximately 30 feet (16 feet paved), and

WHEREAS the preliminary plan for Largo-Lottsford calls for a proposed re-location of a portion of Maryland Route 556 as a major highway between Maryland 214 and a point approximately 1 mile south, and

WHEREAS the proposed re-location would be a public convenience and would best serve the needs of the travelling public, and

WHEREAS Enterprise Road re-located (now known as Watkins Park Drive) with a 120 foot width and Chesterton Drive (formerly known as "A" Street) with a 70 foot width are now dedicated to public use, and

WHEREAS the westerly one-half of Watkins Park Drive and all of Chesterton Drive are presently under permit from the Prince George's County Department of Public Works, and

WHEREAS there is located on Old Enterprise Road a bridge presently inadequate and required by the Washington Suburban Sanitary Commission to be removed to facilitate storm drain plans adequate for a 50 year storm.

WHEREAS the subject portion of Old Enterprise Road is contemplated for future abandonment and is inadequate by present standards to serve even minimal traffic flow and

WHEREAS the final completion of Enterprise Road re-located (now known as Watkins Park Drive) south of Chesterton Drive is presently delayed on the western half pending the development schedule of the Maryland National Capital Park and Planning Commission for Watkins Glen Park and on the eastern half pending development imposed by the existing sewer moratorium imposed by the Secretary of Mental Health and Hygiene on certain portions of Prince George's County, and

WHEREAS the Commission is anxious to up grade the facilities within its system without sacrificing the continuity of State ownership, and

WHEREAS Article 89B of the Annotated Code of Maryland, Section 79, permits agreements by and between the Commission and the County Commissioners of the several Counties for purposes relating to road maintenance;

NOW, THEREFORE, this Agreement Witnesseth:

That for and in consideration of the above recited premises the County does hereby transfer to the Commission and the Commission does hereby accept from the County all of the right, title and interest in the following described sections of roadway as part of the State Highway System:

1. That portion of Enterprise Road re-located (known as Watkins Park Drive) shown as shaded in "Red" on the attached Exhibit No. 1 and made a part hereof. Said Exhibit bearing the Maryland National Capital Park and Planning Commission No. 12-3137 and approval date of August 27, 1969.

2. That portion of Chesterton Drive shown as shaded in "Yellow" on the attached Exhibit No. 1 as more clearly defined in Paragraph One next hereinabove.

It is understood and agreed between the parties hereto that the change in the status of the foregoing section of highway is authorized under the following conditions:

1. That upon final completion and acceptance by the State of Watkins Park Drive in its entirety, the Commission will transfer to the County and the County will accept from the Commission that section of roadway described in Paragraph No. 2 above for maintenance and snow removal purposes as part of the County highway system.

2. That the agreed upon conveyance to the Commission by the County will occur immediately upon completion of the subject portions of roadway. Commission standards will be strictly adhered to during construction through completion and acceptance by the commission.

3. The Commission will upon acceptance of the subject roadway transfer all its right, title and interest, to Prince George's County for purposes of abandonment, in the portion of Maryland Route 556 (Old Enterprise Road) from Maryland Route 214, south to Chesterton Drive (approximately 1300 feet). Said portion to be abandoned shaded in "Green" on attached Exhibit No. 1 and more particularly set forth above.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year aforesaid.

Prince George's County, Maryland

By: William W. Gault
County Executive

Director, Department of Public Works

Approved:

W. B. Murphy
Chief Engineer

County Attorney

Donald W. Fisher
Chairman-State Roads Commission

Test: W. B. Smith
Secretary

15 TO 1012 AND 1024 971
Special Asst. Attorney General

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, FEBRUARY 17, 1971

* * *

Chairman-Director Fisher executed triplicate copies of agreement dated February 2, 1971, between the Commission and Prince George's County, Md., a body corporate, wherein the County proposes the improvement by construction of Sheriff Road from the District of Columbia Line to the George Palmer Highway, a distance of approximately 1.74 mile (Federal Aid Project US-9406(2)), in order to utilize Federal Aid funds made available by the Commission, with the County financing all costs in excess of Federal reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with the construction.

Said agreement had been executed previously on behalf of the County, recommended for approval by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Attorney Rogers.

RECEIVED

FEB 23 1971

BUREAU OF
HIGHWAY STATISTICS

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Office of Planning & Safety
Mr. W. L. Shook
Mr. R. E. Jones
Mr. A. L. Grubb
Mr. L. A. Yost, Jr.
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
Mr. M. M. Brodsky

Mr. G. W. Cassell ✓
Mr. E. K. Lloyd
Mr. W. B. Duckett
Mr. M. S. Caltrider
Mr. H. Berger
Secretary's File
Prince George's County
SRC-Prince George's County File
Contract P-995- -315;FAP#US-9406(2)

MEMORANDUM OF ACTION OF STATE BOARD OF HIGHWAYS
BY CHAIRMAN AND DIRECTOR, FEBRUARY 17, 1931

Chairman-Director Fisher executed triplicate copies of agreement dated February 5, 1931, between the Commission and George's Trust, Ltd., a body corporate, whereby the County proposes the improvement by construction of Shell Road from the District of Columbia Line to the George Palmer Highway, a distance of approximately 1.74 mile (thousand and seventy-four feet). In order to utilize Federal Aid funds made available by Act US-3406(1), the County financing all costs in excess of Federal contribution. The agreement was a forth more fully the responsibility of each party in connection with the construction.

Said agreement had been executed previously on behalf of the County, recommended for approval by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Attorney Rogers.

RECEIVED
BUREAU OF
HIGHWAY STATISTICS

Copy
Mr. W. E. Woodford, Jr.
Mr. E. C. Davis
Mr. J. E. McCarty
Office of Planning & Safety
Mr. V. L. Shook
Mr. E. W. Jones
Mr. A. L. Grubb
Mr. E. A. Ford, Jr.
Mr. T. H. Hark
Mr. C. M. Lewis, Jr.
Mr. M. M. Stoddy

Mr. G. W. Connelley
Mr. E. K. Lloyd
Mr. W. E. Buckner
Mr. H. E. Calisher
Mr. H. Barker
Secretary's File
Plans George's County
SAC-Titus George's County File
Contract P-092-315; P-092-316(1)

RECEIVED

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
THURSDAY, JANUARY 14, 1971

* * *

JAN 21 1971

BUREAU OF
HIGHWAY STATISTICS

Chairman-Director Fisher executed duplicate copies of letter agreement dated November 19, 1970, between the Commission and The Baltimore and Ohio Railroad Company, relative to agreement dated July 30, 1962, wherein said parties agree concerning redesign to increase width of roadway and width of Railway-highway Crossing No. 266 at Bladensburg, Md., in connection with the Commission's widening and improvement of Annapolis Road (Md. 450 and Md. 202), between Peace Cross and Landover Road, in Prince George's County, Contract P-914-5-371, in all other respects, the original agreement to remain in full force and effect.

Said letter agreement had been executed previously on behalf of the Railroad, and approved by Chief Engineer Woodford and by Administrative Special Attorney Rogers.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. S. Caltrider
Mr. P. R. Miller
Mr. M. M. Brodsky
Office of Special Services
Mr. R. E. Jones
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. N. B. Friese
Mr. G. W. Cassell ✓
Contracts Section
Secretary's File #38900
SRC-Prince George's County file
Contract P-914-5-371

LEGEND FOR DRAINAGE STRUCTURES
DRAINAGE STRUCTURES CALLED FOR IN THESE OR DEEDS TO THE STATE
OF MARYLAND TO THE USE OF THE STATE ROAD COMMISSION ARE SHOWN AT
APPROXIMATELY THE FOLLOWING STATION NOTATIONS: HOWEVER, THE COM-
MISSION RESERVES THE RIGHT TO LOCATE DRAINAGE HOLES AND DRAINAGE
STRUCTURES NOT MORE THAN TWENTY-FIVE FEET, PLUS OR MINUS, FROM
SAID DESIGNATED STATIONS.

Limit of Denial of Vehicular Access
Sta. 17.31
THROUGHOUT THIS PORTION OF THE
WAY LINE ALL VEHICULAR ACCESS IS DENIED
Limit of Denial of Vehicular Access
Sta. 2+43.64

LANDOVER ROAD (Relocated)
D+41°00'00"
D+124°00'00"
R+28°44'32"
T+101°10'
L+12380.00'
E+193.05'

BRIGHTSEAT ROAD
D+56°00'00"
D+132°00'00"
R+170°05'
T+88°40'
L+1878.42'
E+22°06'

SHERIFF ROAD (Relocated)
D+13°25'00"
D+9°00'00"
R+954.93'
T+112.74'
L+1224.44'
E+66.65'

LOCATED IN PRINCE GEORGES COUNTY
PREPARED BY MICHAEL BAKER JR., INC.
DESIGNED BY BUREAU OF ROAD DESIGN
REVISIONS
MARCH 19, 1962
STATE ROADS COMMISSION
OF MARYLAND
LANDOVER ROAD (RELOCATED)
CONTRACT NO. 1155-2-230
PLAT No. 17736

NAME OF REPORTED PROPERTY OWNERS AS SHOWN ON THIS PLAT
ARE THOSE OF ORIGINAL GRANTORS TO THE COMMISSION. THE
APPROXIMATE PROPERTY LINES SHOWN WERE NOT ESTABLISHED BY
ACTUAL SURVEY BUT ARE INTENDED FOR AN APPROXIMATE GUIDE ONLY.

